

EXHIBIT S87 TO DECLARATION OF
STEPHEN G. SCHWARZ IN SUPPORT OF
PLAINTIFFS' MOTION FOR CLASS
CERTIFICATION



ASSET PURCHASE AGREEMENT

by and among

FURON COMPANY, as Purchaser,

ALLIEDSIGNAL LAMINATE SYSTEMS, INC., as Seller, and

ALLIEDSIGNAL INC., as Parent

dated as of November 9, 1995

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT dated as of November 9, 1995 by and among AlliedSignal Laminate Systems, Inc., a Delaware corporation ("Seller"), Furon Company, a California corporation ("Purchaser"), and AlliedSignal Inc., a Delaware corporation and the indirect parent of Seller ("Parent").

WITNESSETH:

WHEREAS, Seller, through its Fluorglas division, is engaged in the business (the "Business") of developing, manufacturing and selling the products (the "Products") listed in Schedule A hereto, including (i) pressure-sensitive adhesive tapes, PTFE flexible composites and fabrications and PTFE films (the "Fluorglas Core Business") and (ii) metal-clad PTFE/glass laminates (the "Fluorglas Microwave Business"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase certain assets of Seller used primarily in the Business;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, the parties agree as follows:

ARTICLE 1. PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement and except as otherwise provided herein, at the Closing, Seller and Parent shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase and accept from Seller and Parent, all of Seller's and Parent's right, title and interest in and to (i) all of the assets of Seller and Parent primarily used in or primarily related to the Fluorglas Core Business and all assets of Seller and Parent which are exclusively used in the Fluorglas Microwave Business, in each case, together with such changes, deletions or additions occurring between the respective dates of the Schedules hereto and the Closing Date in the ordinary course of business, and (ii) such other assets as are identified in the schedules to this Agreement (the "Assets"), including without limitation all of Seller's and Parent's right, title and interest in and to the following:

- (a) "Personal Property" of Seller, which term includes
 - (i) the machinery and equipment, fixtures, furniture, office equipment, vehicles, tools and other tangible personal property which is located at the Facilities (as defined in Section 4.18) and is used in or related to the Business, including but not limited to those items listed in Schedule 4.5(a) hereto; and
 - (ii) the machinery and equipment listed in Schedule 4.5(a) hereto located at Seller's plant in La Crosse, Wisconsin,

utilized exclusively to manufacture metal-clad PTFE/glass laminates for the Fluorglas Microwave Business;

(b) accounts receivable of the Business as of the Closing Date, whether recorded or unrecorded, provided that the accounts receivable of the Fluorglas Microwave Business will be handled in accordance with the provisions of Schedule 1.1(b) attached hereto (the "Accounts Receivable");

(c) inventory of the Business as of the Closing Date, wherever located, including raw materials, work-in-process and finished goods (the "Inventory");

(d) the patents and patent applications, trademarks, trade names, copyrights and licenses specified in Schedule 4.6(a) hereto, and other intellectual property exclusively used in the Business, including, without limitation, processes, products, apparatus, formulae, drawings, trade secrets, know-how, discoveries, inventions (including conceptions of inventions), software, and design, manufacturing, engineering and other technical information, except as otherwise expressly excluded pursuant to Section 1.3 (the "Intellectual Property"); provided, however, that with respect to such other intellectual property, except for the provisions of Section 6.7(a), nothing in this Agreement shall prevent Seller from using such other intellectual property which (1) is now or hereafter becomes through no fault of Seller or its Affiliates part of the public domain, (2) is independently developed by Seller without reference to Confidential Information (as defined in Section 6.9) which Seller is obligated to maintain in confidence under Section 6.9, or (3) is made available to Seller by a third party not in violation of any confidential obligation to Purchaser;

(e) all contracts, agreements, arrangements, leases, purchase orders and commitments of the Business, including those listed on Schedule 4.7 hereto (the "Contracts") provided that Purchaser assumes the obligations under such Contracts;

(f) all sales data and information, customer lists, supplier lists, engineering and production records, mailing lists, catalogues, brochures, sales literature, promotional material, advertising material and other selling material of the Business;

(g) transferable governmental and other permits, licenses (other than licenses encompassed within Intellectual Property), approvals, certificates of inspection, filings, franchises and other authorizations relating to the Assets including, but not limited to those listed in Schedule 4.17 hereto (the "Permits and Licenses");

(h) all prepaid expenses of the Business except as set forth on Schedule 1.1(h) hereto;

(i) rights of Seller pursuant to any express or implied warranties, representations or guarantees made by suppliers furnishing goods or services to the Business;

(j) the land identified in Schedule 1.4.2, including all buildings, fixtures and improvements attached thereto, and all rights appurtenant thereto (the "Real Property");

(k) all books and records and all files, documents and papers (including, but not limited to, those contained in computerized storage media) pertaining to the Assets, the Assumed Liabilities (as defined below) or otherwise relating to the Business and customarily located at the Facilities prior to the Closing Date (excluding the corporate minute book, stock transfer ledger and other corporate records of Seller, copies of which will be available to Purchaser upon reasonable request); and

(l) the goodwill incident to the Business.

1.2 Non-Assignable Assets. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Asset if the attempted assignment thereof, without the consent of a third party thereto, would constitute a breach of any obligation of Seller or would in any way adversely affect the rights of Purchaser or Seller thereunder. If such consent is not obtained, or if an attempted assignment thereof would be ineffective or would affect the rights of Seller thereunder so that Purchaser would not in fact receive all such rights, Seller will, to the extent not prohibited by or not in violation of any such agreement,

(a) cooperate with Purchaser in any commercially-reasonable arrangement designed to provide for Purchaser the benefits (including the exercise of Seller's rights) under any such Asset, including enforcement for the benefit of Purchaser of any and all rights of Seller against a third party thereto arising out of the breach or cancellation by such third party or otherwise, (b) hold all funds paid to Seller thereunder on and after the Closing Date in trust for the account of Purchaser, and (c) remit such money to Purchaser as promptly as possible. Any transfer or assignment to Purchaser by Seller of any property or property rights or any agreement which shall require the consent or approval of any third party shall be made subject to such consent or approval being obtained.

1.3 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the following are not intended to be sold, assigned, transferred or conveyed to Purchaser hereunder (the "Excluded Assets"):

(a) all cash, cash equivalents and overdrafts of the Business;

(b) the basic books and records of account and all supporting vouchers, invoices and other records and materials relating to any or all income taxes of Seller with respect to the Business;

(c) any books or records relating to the Assets or the Business, which were not customarily located at the Facilities on or before the Closing Date; provided, however, that Seller shall permit Purchaser to have reasonable access to such books and records and permit Purchaser to copy the same to the extent reasonably required for the operation of the Business after the Closing;

(d) except for any name or logo listed in Schedule 4.6(a), any right to use any name or logo of Seller or its Affiliates (as defined in Section 4.7 hereof) or any variant or derivative thereof, including but not limited to "Allied-Signal," "AlliedSignal," "Allied," "Allied Chemical," "Signal," "Oak Materials" or "Oak" whether or not such logo, name, variant or derivative was used by the Business, other than in connection with the Inventory being purchased hereunder;

(e) the insurance policies of Seller pertaining to the Business and/or the Facilities, and the rights of Seller thereunder;

(f) all intellectual property not exclusively used in the Business; provided, however, that with respect to any such intellectual property which is used in the Business as of the Closing Date, Seller and Parent will grant to Purchaser a non-exclusive, paid up, worldwide, royalty free, freely assignable (without Seller's or Parent's consent) license to use such intellectual property in the Business in the form attached as Schedule 1.3(f) hereto (the "License");

(g) all prepaid corporate insurance and taxes related to the Business as set forth on Schedule 1.1(h);

(h) the real property and any other assets identified in Schedule 1.3(h) hereto; and

(i) any and all assets at Seller's LaCrosse, Wisconsin plant not exclusively used in the Business.

1.4 Transfer of Title to the Assets. Seller shall sell, assign, convey, transfer and deliver the Assets to Purchaser at the Closing by means of bills of sale and assignments in the forms attached as Schedule 1.4.1 hereto and such other endorsements, certificates and instruments of transfer

as shall be necessary or appropriate to vest good and marketable title to the Assets in Purchaser, free and clear of any liens, charges and encumbrances, except as otherwise set forth in this Agreement or in the Schedules hereto, provided that title to the Real Property shall be transferred by deed in the form of Schedule 1.4.2 attached hereto.

1.5 Lease Agreement. At the Closing, Seller and Purchaser will enter into lease agreements (the "Lease Agreements") in the forms of Schedules 1.5.1 and 1.5.2 attached hereto, pursuant to which Seller will lease to Purchaser the real property identified therein. The real property being leased pursuant to the Lease Agreements together with the Real Property being sold pursuant to this Agreement are sometimes collectively referred to herein as the "Transferred Facilities."

ARTICLE 2. PURCHASE PRICE

2.1 Purchase Price. The purchase price to be paid by Purchaser for the Assets shall be Nineteen Million Dollars (\$19,000,000) (the "Purchase Price") and shall be adjusted in accordance with Section 2.2. The Purchase Price shall be paid by Purchaser in full at Closing.

2.2 Post-Closing Adjustment.

(a) The Purchase Price shall be adjusted dollar-for-dollar following the Closing Date to the extent that the Final Net Assets (as defined below) of the Business as of the Closing Date do not equal the Reference Net Assets (as defined below). The "Final Net Assets" means the aggregate amount of the Assets, minus the aggregate amount of the Assumed Liabilities (as defined below), recorded on the statement of assets and liabilities of the Business as of the Closing Date prepared and audited in accordance with the procedures set forth herein (the "Closing Statement of Assets and Liabilities"). The "Reference Net Assets" means the amount identified as "Assets in Excess of Liabilities" recorded on the audited statement of assets and liabilities of the Business as of March 25, 1995 which is set forth in Schedule 4.4(a)(1) (the "Reference Statement of Assets and Liabilities"). It is agreed that the Reference Statement of Assets and Liabilities does not reflect the items set forth on Schedule 2.2(a) which are recorded on the audited balance sheet dated December 24, 1994 set forth in Schedule 4.4(a)(1). The Purchase Price as adjusted pursuant to this Section 2.2 is hereinafter referred to as the "Adjusted Purchase Price."

(b) Seller shall prepare and furnish to Price Waterhouse LLP, Seller's independent public accountants ("Price Waterhouse"), a proposed Closing Statement of Assets and Liabilities no later than 90 days following the Closing

Date. The proposed Closing Statement of Assets and Liabilities shall be audited by Price Waterhouse to establish that it has been prepared in accordance with the accounting principles used in the Reference Statement of Assets and Liabilities applied on a consistent basis, using the same accounting principles, methods, practices, procedures and policies used in preparing the Reference Statement of Assets and Liabilities except as otherwise provided in Schedule 2.2(b) attached hereto and except for the purchase accounting relating to Seller's purchase of Oak Materials Group. Seller will retain Price Waterhouse to perform the audit of the Closing Statement of Assets and Liabilities for such fees and expenses reasonably acceptable to Purchaser. Purchaser shall be responsible for such fees and expenses and will reimburse Seller for such fees and expenses within ten (10) days after receipt from Seller of an invoice therefor. Price Waterhouse will deliver the audited Closing Statement of Assets and Liabilities to Purchaser and Seller within thirty (30) days of its receipt of the proposed Closing Statement of Assets and Liabilities from Seller. Purchaser shall give representatives of Seller access to the books and records of the Business for purposes of preparing the Closing Statement of Assets and Liabilities and will cause appropriate Purchaser personnel to assist Seller, at no cost to Seller, in the preparation of such Closing Statement of Assets and Liabilities. In connection with the preparation of the Closing Statement of Assets and Liabilities, Seller and Purchaser will rely upon a roll forward of the physical inventory observed by Price Waterhouse during the period of August 17-19, 1995. The audited Closing Statement of Assets and Liabilities shall be conclusive and binding upon Purchaser and Seller, unless Purchaser or Seller notifies the other, in writing, within 30 days of its receipt of the audited Closing Statement of Assets and Liabilities from Price Waterhouse, of such party's disagreement with the audited Closing Statement of Assets and Liabilities, setting forth all of such party's disagreements and an explanation therefor including but not limited to the dollar amount of each item in dispute. Purchaser and Seller shall promptly attempt to resolve their differences with respect thereto within 30 days after receipt of written notice of disagreement. If any such difference is not resolved within such 30 day period, either party may refer the difference for resolution to an accounting firm mutually acceptable to both Seller and Purchaser or, in the absence of agreement, within 15 days, to a "national" accounting firm selected by lot after eliminating Purchaser's and Seller's principal outside accountants and one additional firm designated as objectionable by each of Purchaser and Seller (hereinafter, the "Firm"). The Firm shall make a determination on the disputes so submitted and shall make such modifications, if any, to the Closing Statement of Assets and Liabilities and

the Final Net Assets to reflect such determination, and the same shall be conclusive and binding upon the parties, provided that the Firm may not award an amount exceeding the amount in dispute. The fees and expenses of the Firm shall be shared equally by Seller and Purchaser.

(c) Not later than 30 days after the engagement of the Firm (as evidenced by the date of its written acceptance by facsimile or as otherwise designated by the Firm to both parties), the parties shall submit simultaneous briefs to the Firm (with a copy to the other party) setting forth their respective positions regarding the issues in dispute, and not later than 15 days after the submittal of such briefs the parties shall submit simultaneous reply briefs (with a copy to the other party). The Firm shall issue its decision within 30 days after the due date for the reply briefs. If additional briefing, a hearing, or other information is required by the Firm, the Firm shall give notice thereof to the parties as soon as practicable before the expiration of such 30 day period, and the parties shall promptly respond to all requests of the Firm with a view to minimizing any delay in the decision date.

(d) If the Reference Net Assets are greater than the Final Net Assets, then Seller shall pay to Purchaser an amount equal to the difference. If the Final Net Assets are greater than the Reference Net Assets, Purchaser shall pay Seller an amount equal to the difference. Any amount not in dispute under this Section 2.2 shall be due and payable immediately. Any amount in dispute under this Section 2.2 shall be due and payable within five days of the resolution of the dispute as set forth in this Section 2.2, and shall include any interest required by Section 2.3.

2.3 Payments. All payments required to be made pursuant to this Article 2 and any other provisions of this Agreement shall be made in United States dollars in immediately available funds by wire transfer to an account designated, in writing, by the recipient. Interest shall accrue on any payment required to be paid pursuant to Article 2, beginning on the Closing Date, at a rate equal to the prime rate, as quoted by The Wall Street Journal, in effect from time-to-time, until the time of payment.

2.4 Allocation of Purchase Price.

(a) Seller and Purchaser agree that the Purchase Price shall be allocated to the Assets pursuant to an allocation schedule to be agreed upon by Seller and Purchaser after the Closing (the "Allocation"). The parties agree that the Allocation will be in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"), and will be reasonably determined in good faith pursuant to

arm's-length bargaining between the parties regarding the fair market value of the Assets. Seller and Purchaser shall make any adjustments to the Allocation with respect to the Purchase Price that are necessary to reflect any adjustments to the Purchase Price made pursuant to Section 2.2 (the "Adjustments"). In the event the parties cannot agree on the Allocation or the Adjustments to the Allocation, such dispute shall be resolved in accordance with the procedures set forth in Section 2.2.

(b) Seller and Purchaser shall prepare and file their respective income tax returns and Internal Revenue Service ("IRS") Form 8594, or such other form or statement as may be required of the respective parties by law, and any comparable state or local income tax form, in a manner consistent with the Allocation and will not, in connection with the filing of such returns, make any allocation of the Purchase Price, as the same may be adjusted herein, which is contrary to the Allocation.

ARTICLE 3. ASSUMPTION OF LIABILITIES AND OBLIGATIONS

3.1 Assumed Liabilities. Upon the terms and subject to the conditions contained herein, on the Closing Date Purchaser shall assume the following liabilities and obligations of Seller (the "Assumed Liabilities"):

(1) all liabilities of the Business as of the Closing Date of the type recorded in the Reference Statement of Assets and Liabilities as "Accounts Payable - Trade", "Other Accrued Liabilities" and "Intercompany - Trade Related", but only to the extent of the amount recorded on the Closing Statement of Assets and Liabilities;

(2) all obligations of Seller to perform each of the Contracts in accordance with their terms after the Closing Date to the extent (a) either (x) such Contract is listed in Schedule 4.7 (as updated through the Closing Date and which is reasonably acceptable to Purchaser) and a true and complete copy has been provided to Purchaser or Purchaser's counsel on or before the Closing Date or (y) such Contract is not required to be listed in Schedule 4.7 pursuant to the terms of Section 4.7, provided that Purchaser shall not be obligated to assume payment obligations under such undisclosed Contracts (excluding any orders for the sale of Products or purchase of goods or services entered into in the ordinary course of the Business and consistent with past practices) to the extent that such obligations in the aggregate exceed \$50,000, and further provided that if Purchaser elects not to assume any such obligation Purchaser shall not be entitled to any of the rights or benefits under such Contract and Seller may take all steps to minimize its obligations under any such Contract notwithstanding any

other provision of this Agreement, and (b) such obligations arise out of or otherwise apply to the conduct of the Business subsequent to the Closing and are not the result of a breach of any such Contract occurring on or prior to the Closing Date;

(3) all obligations to repair or replace any defective Product which is returned following the Closing and was sold within 360 days prior to the Closing, provided that the maximum aggregate liability assumed by Purchaser pursuant to this Section 3.1(3) shall not exceed \$164,000;

(4) any obligation or liability for any claim in which damages are sought for defective Product and/or for bodily injury or death to any person or for injury to or destruction of property or the like in respect of any Product with respect to which the book value has been written down to zero or scrap value on or before the Closing Date, which was manufactured by Seller prior to the Closing Date and sold by Purchaser after the Closing Date; and

(5) all sums payable pursuant to the retention bonus agreements specified on Schedule 6.1(d) in respect of the period commencing on the Closing Date, provided that in no event will Purchaser's obligations therefor exceed \$35,000 in the aggregate.

3.2 Excluded Liabilities. Except for the Assumed Liabilities, Purchaser shall not assume, or otherwise be responsible for, any liabilities or obligations (whether actual or contingent, matured or unmatured, liquidated or unliquidated, or known or unknown) of Parent, Seller, any other owner or operator of the Business or any Facility prior to the Closing Date, or any Affiliate of any of the foregoing (collectively, the "Excluded Liabilities"), including but not limited to any liability or obligation as a result of, or based upon or arising out of the conduct of the Business on or prior to the Closing Date, including but not limited to the following:

(a) except as described in Section 3.1(4), any and all product liability claims with respect to products manufactured by the Business (or, in the case of Extruded PTFE Film-Unsintered, -Sintered, or -Low Density, shipped by the Business) on or prior to the Closing Date, provided that no act or omission by Purchaser after Closing is the primary cause of the defect in such products;

(b) the alleged or actual violation of any law, rule or regulation (other than any Environmental Law (as hereinafter defined)), prior to the Closing, by the Business;

(c) all claims, liabilities, or obligations, known or unknown (other than those that constitute Assumed Liabilities), to the extent arising out of the employment relationship existing prior to the Closing between the Business and any and all current or former employees of the Business, including but not limited to (i) work-related accidents or injuries, age and sex discrimination, sexual harassment, violation of employment or safety laws and wrongful discharge, where the act, omission, event, or occurrence giving rise to the claim, obligation, or liability shall have taken place on or prior to the Closing Date, (ii) medical or health care claims, obligations and liabilities, under any plan, policy or program of the Business or applicable law, and (iii) state workers' compensation claims made against the Business by employees or former employees of the Business arising from occurrences which took place on or prior to the Closing Date but only to the extent caused by occurrences on or prior to the Closing Date; and

(d) any liability or obligation under any Environmental Law as a result of, or based upon or arising out of the operation of the Business or any Facility prior to the Closing ("Environmental Excluded Liabilities").

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller and Parent represent and warrant to Purchaser as follows:

4.1 Corporate Status. Seller is a corporation duly organized and validly existing under the laws of the State of Delaware, the jurisdiction in which it is incorporated, and has full power and authority to carry on the Business as now conducted. Seller has all requisite corporate power and authority to enter into this Agreement and to perform its obligations and consummate the transactions contemplated hereby in accordance with the terms of this Agreement. Seller is duly qualified to do business in each jurisdiction in which the failure to be so qualified would have a material adverse effect on the Seller's conduct of the Business.

4.2 Authorization. All corporate and other proceedings required to be taken by or on the part of Seller, including, without limitation, all action required to be taken by the directors or stockholder of Seller to authorize Seller to enter into and carry out this Agreement and the related documents contemplated herein, have been, or prior to the Closing will be, duly and properly taken. This Agreement has been, and each of the related documents will be at Closing, duly executed and delivered by Seller and constitute, or will, when delivered, constitute the valid and binding obligations of Seller, enforceable against Seller in accordance with their respective

terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and the rules of law governing specific performance, injunctive relief and other equitable remedies.

4.3 Compliance. The execution and delivery of this Agreement and the related documents by Seller do not, and the consummation of the transactions contemplated hereby and thereby will not, (a) violate any provision of the charter documents or bylaws of Seller, (b) result in a material breach (or an event which, with the giving of notice or lapse of time or both, would constitute a material breach) of any term or provision of, or constitute a default under, or give rise to a right to terminate, any indenture, mortgage, deed of trust or other material agreement or arrangement to which Seller is a party or by which any of the Assets are bound or affected, (c) result in the creation of any lien, charge or encumbrance on the Assets, or (d) violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority to which Seller is subject or by which any of the Assets are bound or affected.

4.4 Financial Statements; Changes.

(a) Schedule 4.4(a)(1) contains the balance sheet of the Business as of December 24, 1994, the Reference Statement of Assets and Liabilities and the related statements of income for the Business for the year ended December 24, 1994 and the three-month period ended March 25, 1995, including the footnotes thereto (collectively, the "Financial Statements"). The Financial Statements other than the statement of income for the three-month period ended March 25, 1995 have been audited by Price Waterhouse and include the report of Price Waterhouse therein. Except as set forth in Schedule 4.4(a)(2), the Financial Statements: (i) have been prepared based upon the books and records of Seller, (ii) have been prepared in accordance with United States generally accepted accounting principles ("GAAP") consistently applied, and (iii) fairly present in all material respects the financial position of the Business and the results of operations as of their respective dates.

(b) Except as set forth in Schedule 4.4(b), since the date of the Reference Statement of Assets and Liabilities, there has not been, occurred or arisen:

(i) any change in or event affecting Seller or the Business that has had or to Seller's Knowledge may reasonably be expected to have a material adverse effect on the Business (including its results of operations, financial condition and the Assets) other than as a result of general economic conditions or

industry-wide developments affecting other companies engaged in similar businesses; or

(ii) any transaction entered into or carried out other than in the usual and ordinary course of the Business.

4.5 Condition of Property; Sufficiency of Assets.

Schedule 4.5(a) attached hereto lists (i) all material items of Seller's Personal Property located at the Facilities, and (ii) the machinery and equipment located at Seller's plant in La Crosse, Wisconsin, utilized exclusively to produce metal-clad PTFE/glass laminates for the Fluorglas Microwave Business. Except as set forth in Schedule 4.5(a), the Personal Property, in the aggregate, has been maintained in accordance with standard industry practices and is in reasonable operating condition and repair (normal wear and tear excepted). Except as set forth in Schedule 4.5(a), the improvements constructed on the Facilities located at McCaffrey Street and Liberty Street are (i) to Seller's Knowledge structurally sound in all material ways, with no known material defects, (ii) have been maintained in the aggregate in accordance with standard industry practices, (iii) are in reasonable operating condition and repair, and (iv) to Seller's Knowledge are not in need of any material maintenance or repair except for ordinary routine maintenance and repair, the cost of which would not be material taking into account the operation of the Business as a whole. Except as set forth in Schedule 4.5(b), the Assets are sufficient for the operation of the Business as presently conducted.

4.6 Intellectual Property.

(a) Schedule 4.6(a) lists all material

(i) patents and patent applications (including those granted to or applied for or owned by Seller),

(ii) intellectual property agreements (other than secrecy or confidentiality agreements), and

(iii) trademark registrations and applications, registered copyrights and applications therefor and currently used trade names,

exclusively used in or exclusively relating to the Business.

(b) Schedule 4.6(b) lists all material

(i) patents and patent applications (including those granted to or applied for or owned by Seller),

(ii) intellectual property agreements (other than secrecy or confidentiality agreements), and

(iii) trademark registrations and applications, registered copyrights and applications therefor and currently used trade names,

used in, but not exclusively used in, the Business.

(c) Except as set forth on Schedule 4.6(c), Seller has not received written notice alleging, and Seller has no knowledge concerning existing claims of, any current infringement of any material patent, trademark, trade name, copyright or other intellectual property right relating to the Business.

4.7 Contracts. Schedule 4.7 lists each Contract of the Business (other than intellectual property agreements) or relating to any of the Assets or to which the Business or any of the Assets is subject or bound that individually, or together as a series of related Contracts involving the same party or parties, or the successors to such party or parties: (a) obligates Seller or its Affiliates to pay an amount of \$25,000 or more, (b) has an unexpired term as of the date of this Agreement in excess of six (6) months, (c) provides for an extension of credit to any customer or client of the Business for any amount over \$25,000 (other than for sales in the ordinary course of business where terms of such credit extension for domestic sales are for 30 days or less and for foreign sales are for 60 days or less), (d) provides for the borrowing of money by the Business other than credit agreements with banks having normal credit terms, (e) was not made in the ordinary course of the Business, or (f) is in any way otherwise material to the Business taken as a whole. To Seller's Knowledge, each Contract is valid and existing. Seller has duly performed all its obligations under the Contracts listed in Schedule 4.7 in all material respects to the extent that such obligations to perform have accrued. Seller has not received written notice of any alleged breach or default, and to Seller's Knowledge, no event which would (with the passage of time, notice or both) constitute a material breach or default by Seller or any other party or obligor with respect thereto, has occurred. True and correct copies of the Contracts listed in Schedule 4.7, including all amendments and supplements thereto, have been delivered to Purchaser or Purchaser's counsel or are attached to Schedule 4.7. It is understood that inclusion of a Contract on Schedule 4.7 shall not be considered to be an admission that or evidence that a contract is material to the operation of the Business taken as a whole. For purposes of this Agreement, the term "Affiliate" of any person or entity means any corporation, partnership or other entity of which more than 50% of the securities or other ownership interests having by the terms thereof ordinary voting power to elect more than 50% of the board of directors or others performing similar functions with respect to such corporation, partnership or other entity directly or indirectly controls, is

controlled by, or is under common control with such person or entity.

4.8 Title to Assets. Excluding the Real Property, and except as disclosed in Schedule 4.8, Seller has good and marketable title to all of the Assets free and clear of all liens, mortgages, pledges and encumbrances other than liens for taxes not yet due and payable or being contested in good faith.

4.9 Litigation. Except as disclosed in Schedule 4.9, there is no action, suit, proceeding, arbitration, litigation, or, to Seller's Knowledge, product warranty claim, pending, or to Seller's Knowledge, Threatened against Seller that relates to the Business or arises out of the ownership, use or possession or condition of the Assets, or the operation or conduct of the Business.

4.10 Environmental Matters.

(a) Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(i) "Hazardous Substance" shall mean substances that are defined or listed in, or otherwise classified pursuant to, any applicable laws as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances," or any other substance whose presence in the ecosystem is regulated by any applicable Environmental Law, including, without limitation, petroleum and petroleum products.

(ii) "Environmental Laws" shall mean all applicable laws relating to the protection of the environment including: (A) all applicable requirements for reporting, licensing, permitting, controlling, investigating or remediating emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land; and (B) all applicable requirements for the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.

(iii) "Environmental Condition" shall mean the presence in, on or under the specified real property of any Hazardous Substance which requires investigation or remediation pursuant to any Environmental Law.

(b) Environmental Information. To Seller's Knowledge, Schedule 4.10, which has been delivered previously to Purchaser by Seller, contains all material information with respect to (i) the use of Hazardous Substances upon the Transferred Facilities, or in the operation of the Business,

(ii) any Environmental Condition existing upon the Transferred Facilities, or (iii) the compliance of the Business or the Transferred Facilities with any Environmental Laws, except for information that discloses a use of Hazardous Substances, the existence of an Environmental Condition or a noncompliance with Environmental Laws which would not have a material adverse effect on the Assets or on the Business taken as a whole.

(c) Compliance with Environmental Laws. Except as disclosed in Schedule 4.10, to Seller's Knowledge the Business is, and since January 1, 1993 has been, operated in all material respects in compliance with all Environmental Laws.

(d) Environmental Conditions: Action by Governmental Agency. Except as disclosed in Schedule 4.10, to Seller's Knowledge no investigation, inquiry or other proceeding is pending or, to the Knowledge of Seller, Threatened by any governmental entity with respect to the Transferred Facilities or the Business and relating to any actual or alleged Environmental Condition or failure to comply with any applicable Environmental Law that could reasonably be expected to have a material adverse effect on the Business.

4.11 Employee Benefit Plans and Policies. All of the employee benefit plans and policies maintained or contributed to by Seller for the Business, or in which employees of the Business, including employees on disability, medical, sick or other leave of absence (the "Employees"), are entitled to participate, are listed on Schedule 4.11 (collectively, the "Benefit Plans") and copies of all such written Benefit Plans have been made available to Purchaser. Except as listed on Schedule 4.11 (a) such Benefit Plans comply in all material respects, to the extent applicable, with the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the "Code"; (b) none of the Benefit Plans subject to Part 3, Subtitle B of Title I of ERISA has incurred any "accumulated funding deficiency" within the meaning of Section 302 of ERISA or Section 412 of the Code; (c) no material liability, other than required premium payments, to the Pension Benefit Guaranty Corporation has been incurred with respect to any of the Benefit Plans subject to Title IV of ERISA; (d) Seller has not incurred any material liability for any tax imposed under Section 4975 of the Code or Part 4, Subtitle B of Title I of ERISA with respect to any of the Benefit Plans; and (e) none of the Benefit Plans is a multiemployer plan within the meaning of Section 3(37)(A) of ERISA.

4.12 Employees. Schedule 4.12 sets forth a list of the names and current salary or wage rates of the employees of the Business employed as of five (5) days prior to the date hereof, and the names and compensation arrangements with any consultants

or agents of the Business. Seller is not under any obligation to recognize or bargain with any labor union with respect to such employees. Upon termination of the employment of any such employees by Seller, Purchaser will not, by reason of anything done by Seller prior to or at the Closing, be liable to any of said employees for so-called "severance pay" or other similar payments, except as expressly set forth in Section 6.1(d). Except as set forth in Schedule 4.12, there are no pending or threatened employment claims or suits under applicable federal or state fair employment laws (including claims arising under workers' compensation laws) relating to or arising out of the conduct of the Business.

4.13 Undisclosed Liabilities. Except as set forth in Schedule 4.13, there are no liabilities or obligations of Seller, either direct or indirect, matured or unmatured, absolute, contingent or otherwise, which are material to the Business taken as a whole, except (a) those liabilities or obligations set forth on the Reference Statement of Assets and Liabilities (including the footnotes thereto) and not heretofore paid or discharged, (b) those liabilities set forth in this Agreement or the Schedules attached hereto, (c) those liabilities not required to be set forth in the Schedules attached hereto because of an exception provided for in this Agreement, and (d) those liabilities arising since the date of the Reference Statement of Assets and Liabilities in the ordinary course of Business.

4.14 Compliance with Law. Except as set forth in Schedule 4.14, since January 1, 1993 Seller has conducted the Business and operated and used the Assets in accordance with all federal, state and local laws and regulations (excluding Environmental Laws) applicable to the conduct of the Business, and is not in violation of any such laws other than violations which would not have a material adverse effect on the Assets taken as a whole, or on the Business taken as a whole.

4.15 Consents. Except as otherwise provided in this Agreement or set forth in Schedule 4.15, no action, approval, consent or authorization, including but not limited to any action, approval, consent or authorization by any third party, financial institution, governmental or quasi-governmental agency, commission, board, bureau or instrumentality (i) material to the Business taken as a whole is required for the transfer or assignment of any of the Assets or (ii) is necessary to make this Agreement or any of the agreements or instruments to be executed and delivered pursuant hereto a legal, valid and binding obligation of Seller or to consummate the transactions contemplated hereunder.

4.16 Taxes. All Taxes (as hereinafter defined) with respect to the Business which are due and payable prior to the Closing Date have been or will be duly and properly computed, reported, fully paid and discharged or otherwise adequately

reserved in accordance with GAAP. There are no unpaid Taxes with respect to any period ending on or before the Closing Date which are or would become a lien on the Assets, except for current Taxes not yet due and payable. As used herein, the term "Taxes" shall include all federal, state, local and foreign taxes, assessments or other governmental charges (including, without limitation, net income, gross income, excise, franchise, sales and value added taxes, taxes withheld from employees' salaries and other withholding taxes and obligations and all deposits required to be made with respect thereto), levies, assessments, deficiencies, import duties, licenses and registration fees and charges of any nature whatsoever, including any interest, penalties, additions to tax or additional amounts with respect thereto, imposed by any government or taxing authority which are levied upon the Assets.

4.17 Permits and Licenses. Schedule 4.17 attached hereto lists all material Permits and Licenses, or any waiver thereof, obtained by Seller in connection with the conduct of the Business (other than Permits and Licenses the failure to obtain which could not reasonably be expected to have a material adverse effect on the Business) together with the name of the governmental entity issuing such Permit and License. Seller has all Permits and Licenses required for the conduct of the Business as presently conducted. Except as set forth in Schedule 4.17, such Permits and Licenses are valid and in full force and effect. To the extent any of such Permits and Licenses are not transferable from Seller to Purchaser, Seller has no Knowledge of any reason or condition which is likely to prevent Purchaser from obtaining such Permits and Licenses upon application therefor to the appropriate governmental entity. To Seller's Knowledge, no suspension, cancellation or termination of any Permits and Licenses required by any governmental entity to permit the Business to be conducted is threatened that could reasonably be expected to have a material adverse effect on the Business.

4.18 Real Property.

(a) Schedule 4.18(a)(i) identifies all real property owned by Seller that is currently used by Seller primarily for the conduct of the Business (the "Facilities"). It is expressly understood and agreed that Seller's real property in La Crosse, Wisconsin is not primarily used in the Business and is not being sold to Purchaser under this Agreement. Schedule 4.18(a)(ii) lists all real property leased for use in the conduct of the Business.

(b) Seller has not received written notice of any violation of any applicable zoning or building regulation or ordinance relating to the Transferred Facilities (as defined in Section 1.5) and, to the Knowledge of Seller, there is no such violation. Except as otherwise indicated in Schedule 4.18(b), to the Knowledge of Seller, no fact or condition

exists which is reasonably likely to result in discontinuation of presently available water, sewer, gas, electricity, telephone, drainage facilities and other utilities or services for the Transferred Facilities. Seller has not received written notice of any proposed material special assessments, or any proposed material changes in property tax or land use laws, or condemnation proceedings affecting any portion of the Transferred Facilities and, to the Knowledge of Seller, there are no such proposals or proceedings.

(c) Seller has good and marketable fee simple title to all Real Property subject to the state of facts set forth in Schedule 4.18(c), including the title commitment attached as a part of Schedule 4.18(c).

(d) Except as otherwise set forth in Schedule 4.18(c), there are no leases, subleases, licenses, occupancy agreements, options, rights, concessions or other agreements or arrangements, written or oral, granting to any person the right to purchase, use or occupy any of the Transferred Facilities or any portion thereof or interest in any such Transferred Facilities.

4.19 No Brokers or Finders. No agent, broker, finder, or investment or commercial banker, or other person or firm engaged by or acting on behalf of Seller or any of its Affiliates in connection with the negotiation, execution or performance of this Agreement or the related documents, is or will be entitled to any brokerage or finder's or similar fee or other commission as a result of this Agreement or the transactions contemplated herein. Any fees or expenses resulting from such engagement shall be the sole responsibility of Seller.

4.20 Product Warranty. The aggregate amounts of valid Product Warranty claims of the Business in the years ended December 31, 1993 and 1994 were \$177,600 and \$150,100, respectively.

4.21 Intercompany Payables. All intercompany trade payable balances reflected on the Reference Statement of Assets and Liabilities have been incurred for goods and services provided to the Business in the ordinary course of business at reasonable prices and fees.

4.22 Construction of Certain Provisions.

(a) As used in this Article 4, the term "Knowledge" means the knowledge of the executive officers of Parent's Engineered Materials Sector, and the knowledge of the General Manager of the Business and his direct reports and other key employees of the Business identified in Schedule 4.22.

(b) An action, suit, proceeding, arbitration or litigation shall be considered "Threatened" if a written notice or communication has been received, within two years prior to the date of the applicable disclosure schedule, reasonably indicating that an action, suit or proceeding may be commenced.

4.23 No Additional Representations. Notwithstanding anything to the contrary contained in this Agreement, Seller makes no representation or warranty whatsoever, express or implied, beyond those expressly given in this Agreement, including but not limited to any implied warranty or representation as to condition, merchantability or suitability as to any of the properties or assets of Seller.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows:

5.1 Corporate Status. Purchaser is a corporation duly organized and validly existing under the laws of the State of California, the jurisdiction in which it is incorporated and has full power and authority to carry on its business and to own all of its properties and assets. Purchaser has all requisite corporate power and authority to enter into, execute and deliver this Agreement and to perform its obligations and consummate the transactions contemplated hereby in accordance with the terms of this Agreement.

5.2 Authorization. All corporate and other proceedings required to be taken by or on the part of Purchaser, including, without limitation, all action required to be taken by the directors or shareholders of Purchaser to authorize Purchaser to enter into and carry out this Agreement and the related documents contemplated herein, have been, or prior to the Closing will be, duly and properly taken. This Agreement has been, and each of the related documents will be at Closing, duly executed and delivered by Purchaser and constitute, or will, when delivered, constitute the valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and the rules of law governing specific performance, injunctive relief and other equitable remedies.

5.3 Compliance. The execution and delivery of this Agreement and the related documents by Purchaser do not, and the consummation of the transactions contemplated hereby and thereby will not (a) violate any provision of the Restated Articles of Incorporation or Bylaws of Purchaser, (b) result in the breach (or an event which, with the giving of notice or lapse of time or both, would constitute a breach) of any term or provision of, or constitute a default under, or give rise to a right to terminate,

any material indenture, mortgage, deed of trust or other agreement or arrangement to which Purchaser is a party, or (c) violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority to which Purchaser is subject.

5.4 Financing. Purchaser has funds of its own, or has binding commitments from responsible banks or other financial institutions to provide funds, which will be sufficient and available to pay the Purchase Price.

5.5 No Brokers or Finders. No agent, broker, finder or investment or commercial banker, or other person or firm engaged by or acting on behalf of Purchaser or any of its Affiliates in connection with the negotiation, execution or performance of this Agreement and the related documents, is or will be entitled to any broker's or finder's or similar fees or other commission as a result of this Agreement or the transactions contemplated herein. Any fees or expenses resulting from such engagement shall be the sole responsibility of Purchaser.

5.6 Consents. Except as otherwise provided in this Agreement or set forth in Schedule 5.6, no action, approval, consent or authorization, including but not limited to any action, approval, consent or authorization by any third party, financial institution, governmental or quasi-governmental agency, commission, board, bureau or instrumentality, is necessary to make this Agreement or any of the agreements or instruments to be executed and delivered pursuant hereto a legal, valid and binding obligation of Purchaser or to consummate the transactions contemplated hereunder.

ARTICLE 6. COVENANTS

6.1 Employment.

(a) Purchaser agrees to offer employment, effective immediately following the Closing, to all employees of the Business who are then employed by Seller, except for the employees listed in Schedule 6.1(a)(1). Seller agrees in this regard to cooperate with Purchaser by permitting Purchaser throughout the period prior to the Closing to meet with the employees of the Business at reasonable times and to distribute to them such forms and other documents relating to employment by Purchaser after the Closing as Purchaser deems appropriate.

(b) To assist Purchaser during the post-Closing transition period, Seller and Purchaser have agreed that Purchaser will be entitled to utilize the services of Phil Guy on a full-time basis from the Closing Date through December 31, 1995, provided that Purchaser reimburses Seller for the cost to Seller of his salary and benefits incurred by Seller during such

period, and further provided that Phil Guy remains in the employ of Seller or one of its Affiliates during such period.

(c) Purchaser agrees to make available to each employee of the Business who accepts employment with Purchaser as of the Closing Date and who is not listed on Schedule 6.1(a)(1) (collectively, "Transferred Employees"), Purchaser's standard benefits package, including health benefits substantially equivalent to the benefits currently provided by Seller to such employees, such benefits to become effective without a waiting period and without regard to pre-existing conditions, except with respect to long term disability benefits and supplemental life insurance to the extent such benefits are made available through third-party insurance carriers and will not cover pre-existing conditions. Nothing herein shall be deemed to require Purchaser to retain any of the employees it hires for any specific period of time or to maintain compensation rates or fringe benefit programs for any specific period of time, however, Purchaser shall be responsible for all actions taken or omitted to be taken with respect to such employees following their hiring by Purchaser. Seller shall amend, effective on the Closing Date, each Benefit Plan which is an "employee pension benefit plan" (as defined in Section 3(2) of ERISA) to fully vest all employees of the Business in their accrued benefits as of the Closing Date.

(d) Purchaser agrees to be responsible for the payment of all sums payable in respect of the period following the Closing pursuant to those certain Retention Bonus Agreements specified on Schedule 6.1(d) attached hereto; provided, however, Purchaser's payment obligations pursuant to this sentence shall not exceed \$35,000. Except as expressly provided in this Agreement, Purchaser does not assume, and shall not be deemed to have assumed, any liability or obligation of Seller relating to employment matters involving current or former employees of Seller, including, without limitation, any matters arising under any employee benefit plan of Seller or its Affiliates. The term "Contract" as used in this Agreement does not include any Benefit Plan.

6.2 Non-Solicitation. Seller covenants that for a period of two years after the Closing, neither Seller nor any of its Affiliates will directly or indirectly solicit, raid, entice, induce or in any other manner encourage any Transferred Employee to discontinue his or her employment with Purchaser or to seek employment with Seller or any of its Affiliates. The parties expressly agree that advertisements addressed to the general public made in newspapers or other periodicals of general circulation shall not constitute direct or indirect solicitation for purposes of this Agreement. Seller agrees that for a period of two years after the Closing, neither Seller nor any of its Affiliates without the prior written consent of Purchaser which consent shall not unreasonably be withheld will enter into any employment or consultant relationship with any Transferred

Employee listed on Schedule 6.2, unless Purchaser has previously terminated the employment of such Transferred Employee.

6.3 COBRA Coverage. Seller shall timely provide all notices required to be provided to any of Seller's employees, former employees, or the beneficiaries or dependents of such employees or former employees, under Part 6 of Subtitle B of Title I of ERISA or Section 4980B(f) of the Code (herein collectively referred to as "COBRA"), to the extent such notices are required to be provided by Seller by reason of events occurring prior to or on the Closing Date or by reason of the transactions contemplated by this Agreement. For the purposes of the foregoing, Seller shall treat any Transferred Employee and such employee's beneficiaries and dependents, as of the Closing Date as having incurred a "qualifying event" (within the meaning of ERISA Section 603 and Code Section 4980B(f)(3)) as of the Closing Date.

6.4 WARN Act. Purchaser agrees to pay and be responsible for all liability, cost, expense and sanctions resulting from the failure to comply with the Worker Adjustment and Retraining Notification Act ("WARN Act"), and the regulations thereunder, in connection with the consummation of the transactions described in or contemplated by this Agreement.

6.5 Welfare and Pension Benefit Plans.

(a) For purposes of vesting and determining eligibility to participate and benefits payable under Purchaser's "employee welfare benefit plans," as defined in Section 3(1) of ERISA, Purchaser shall credit each Transferred Employee with his or her service with Seller before the Closing Date.

(b) For purposes of vesting and determining eligibility to participate and benefits payable under Purchaser's "employee pension benefit plans," as defined in Section 3(2) of ERISA, Purchaser shall credit each Transferred Employee with his or her service with Seller before the Closing Date.

(c) Purchaser agrees to make payroll deductions as requested by each Transferred Employee for timely payment of loans outstanding at the Closing Date under Seller's savings plans, and to remit such amounts withheld each calendar month to the trustee of Seller's 401(k) Plan.

6.6 Title Insurance. Prior to the Closing, Seller shall deliver to Purchaser a copy of the survey of the Liberty Street Site and a copy of the survey of the McCaffrey Street Site, each prepared by David Barrass ("Barrass") in April 1995 (each, a "Survey"), certified to Purchaser by Barrass and containing the embossed seal of Barrass. At the Closing and at

Purchaser's expense, Seller shall cause Lawyers Title Insurance Company (the "Title Company") to issue, or to be unconditionally committed to issue, to Purchaser an ALTA Owner's Policy of Title Insurance (10-17-92) with a liability amount of \$4,000,000 insuring Purchaser as the owner of fee title to the Real Property. Such policy (the "Title Policy") shall contain only the conditions and exceptions set forth in the form of the title commitment attached hereto as Schedule 4.18(c).

6.7 Seller's Covenant Not to Compete.

(a) Restrictions. Parent and Seller each agrees that for a period of three (3) years after the Closing Date, neither they nor their Affiliates will engage in the business of manufacturing and selling pressure sensitive adhesive tapes, PTFE flexible composites and fabrications, and PTFE films. Parent and Seller further agree that during the term of the Toll Agreement, neither they nor their Affiliates will engage in the business of manufacturing and selling metal-clad PTFE/glass laminates for the microwave laminates market, except as required for the performance of the Toll Agreement. Nothing in this Agreement shall restrict Parent, Seller or any of their Affiliates from engaging in the business of manufacturing and selling metal-clad PTFE/glass laminates after the expiration or termination of the Toll Agreement. Additionally, nothing in this Agreement is intended to prevent Parent, Seller and/or their Affiliates from: (i) acquiring shares of capital stock, partnership or other equity interests in any entity that is engaged in the Business, provided that (a) the primary purposes of such acquisition is not to acquire an interest in any entity engaged in the Business and (b) the annual revenues of such entity from the Business are not more than 30% of such entity's aggregate revenues; or (ii) acquiring shares of capital stock, partnership, or other equity interests in any entity as investments in Seller's pension funds or funds of any other employee benefit plan whether or not such entity is engaged in the Business, provided that such interests are acquired and held for investment purposes only.

(b) Special Remedies and Enforcement. Parent and Seller agree with Purchaser that a breach by Parent, Seller or any of their Affiliates of any of the covenants set forth in this Section 6.7 could cause irreparable harm to Purchaser, that Purchaser's remedies at law in the event of such breach would be inadequate, and that, accordingly, in the event of such breach, a restraining order or injunction or both may be issued against Parent, Seller and any of their Affiliates, in addition to any other rights and remedies that are available to Purchaser. In connection with any such action or proceeding for injunctive relief, Parent and Seller each hereby waives the claim or defense

that a remedy at law alone is adequate and agrees, to the maximum extent permitted by law, to have each provision of this Section 6.7 specifically enforced against Parent and Seller.

(c) Severability. If this Section 6.7 is more restrictive than permitted by the laws of any jurisdiction in which Purchaser seeks enforcement hereof, this Section 6.7 shall be limited to the extent required to permit enforcement under such laws. In particular, the parties intend that the covenants contained in Section 6.7(a) shall be construed as a series of separate covenants, one for each county and city in which the Business has been carried on or in which Purchaser may conduct a similar business after the Closing Date. Except for geographic coverage, each such separate covenant shall be deemed identical in terms. If, in any proceeding, a court or arbitrator shall refuse to enforce any of the separate covenants, then such unenforceable covenant shall be deemed eliminated from this Section 6.7 for the purpose of those proceedings to the extent necessary to permit the remaining separate covenants to be enforced. If the provisions of this Section 6.7 shall ever be deemed to exceed the duration or geographic limitations or scope permitted by applicable law, then such provisions shall be reformed to the maximum time or geographic limitations in scope, as the case may be, permitted by applicable law.

6.8 Tax Returns; Taxes.

(a) Purchaser and Seller shall cooperate in preparing and filing tax returns relating to all sales, excise, real estate, use, transfer or license tax due with regard to the transactions contemplated by this Agreement. Purchaser and Seller shall each be responsible for and pay for one-half (½) of all of such sales, excise, use, transfer or license taxes resulting from the purchase, sale or transfer of the Assets and transactions contemplated hereby.

(b) All of the other fees and charges which are payable by Seller or attributable to the conduct of the Business or the ownership, possession or use of the Assets, including rents, general and special assessments, street surfacing and other municipal charges, fuel, water, sewer, electrical and other utility charges and documentation, license and registration fees (collectively, the "Other Charges") shall be prorated (as described below) as of the Closing Date. After the Closing, Purchaser shall make or cause to be made all necessary filings with respect to Taxes and the Other Charges.

(c) All Taxes related to the Transferred Facilities or to the Business accrued or accruable with respect to events

occurring prior to the close of business on the Closing Date shall be borne by Seller. For this purpose, the Closing Date shall be treated as the last day of a taxable period, whether or not the taxable period in fact ends on such period. All Taxes related to the Real Property, the real property subject to the Lease Agreements so long as such Lease Agreements are in effect, or to the Business accrued or accruable with respect to events occurring after the close of business on the Closing Date will be borne by Purchaser.

(d) Real and personal property taxes with respect to any Assets sold pursuant to this Agreement shall be prorated based on the ratio of number of days in the pre-closing period to the number of days in the actual taxable period with respect to which tax is assessed, irrespective of when such taxes are due, become a lien or are assessed; provided, however, nothing in this Section 6.8(d) shall cause a duplication in the payment of real or personal property taxes.

(e) Purchaser shall at its own cost and expense fully and accurately complete and submit any tax data packages with respect to taxable years ending on or prior to the Closing Date or for the 1995 taxable year reasonably required by Seller by the earlier of March 15, 1996 or 180 days after the Closing Date; provided, however, that if compliance with this Section requires more than eighty (80) hours of service from Purchaser's personnel, Seller shall reimburse Purchaser for the prorated wages, salaries and fringe benefits of such personnel for each hour of service in excess of such amount.

6.9 Preservation of Confidentiality. For a period of five (5) years from the date of this Agreement, Seller agrees to treat all Confidential Information (as defined below) of the Business, as confidential, to preserve the confidentiality thereof and to not disclose any Confidential Information, except (i) disclosures made to customers and vendors in the ordinary course of the Business through the Closing Date, (ii) disclosure to its representatives who need to know such confidential information in connection with the transactions contemplated herein at any time before or after the Closing, (iii) disclosures required by law or government authority, and (iv) with respect to any Confidential Information used, but not exclusively used in the Fluorglas Microwave Business, disclosures by Seller in the ordinary course of conducting its laminates business after the Closing, which are consistent with the standard of care Seller applies to its own confidential information. As used in this Agreement, "Confidential Information" means any and all technical, manufacturing or marketing information, ideas, methods, developments, inventions, improvements, business plans, trade secrets, scientific or statistical data, diagrams,

drawings, specifications or other proprietary information relating to the Business normally treated as confidential and proprietary by Seller in the ordinary course of the Business consistent with past practice, together with all analyses, compilations, studies or other documents, records or data prepared by Seller or Purchaser or their respective representatives, as the case may be, which contain or otherwise reflect or are generated from such information, or which are generated in connection with the transactions contemplated herein at any time before or after the Closing. Seller shall have no obligations with respect to any portion of the Confidential Information (i) which is now in the public domain or hereafter comes into the public domain through no fault of Seller, (ii) which is hereafter disclosed to Seller by a third party not in violation of any confidentiality obligation to Purchaser, or (iii) which is hereafter independently developed by Seller's employees without reference to the Confidential Information. Seller is obligated to maintain in confidence under this Section.

6.10 Removal of Underground Storage Tanks. At Seller's sole cost and expense, Seller shall diligently proceed to remove and close in accordance with all applicable Environmental Laws the underground storage tanks described in Schedule 6.10 hereto (the "Tanks"), and shall provide Purchaser with written evidence of its performance of this obligation. If Seller fails to diligently perform the obligations set forth in this Section, Purchaser may, at Seller's sole cost and expense, cause the removal and closure of the Tanks in accordance with all applicable Environmental Laws.

6.11 Removal of Certain Assets. All assets which are located at the Transferred Facilities but which are not being transferred by Seller to Purchaser pursuant to this Agreement will be removed from the Transferred Facilities by Seller on or before the Closing Date.

6.12 Environmental Reports. Purchaser shall deliver to Seller a true and complete copy of the Phase I and Phase II environmental reports prepared by Parsons Engineering Science ("Parsons") in connection with Purchaser's acquisition of the Real Property when and as such reports become available. Purchaser shall, to the extent it has the power and authority to do so, make available or cause Parsons to make available to Seller the field notes, laboratory reports, sampling and test results and other relevant documentation relating to such reports to the extent such information is not included in the reports.

Purchaser also agrees to grant to Seller the right to conduct sampling at the Transferred Facilities (to the extent Purchaser retains control of such Transferred Facilities) to confirm the results or conclusions presented in any of the environmental reports delivered to Seller by Purchaser, provided that:

(i) Purchaser shall have the right to approve the scope and method of sampling and testing, which approval shall not be unreasonably withheld or delayed;

(ii) Seller shall use reasonable efforts to minimize any interference with the business operations of Purchaser and shall not materially interfere with such operations unless (y) no reasonable alternative action is available that would cause less interference and (z) the proposed action or alternative action must be taken to satisfy a requirement of a governmental entity to investigate or remediate an Environmental Condition;

(iii) Seller shall maintain or cause to be maintained insurance coverage relating to the sampling to be performed as reasonably required by Purchaser (provided such coverage is available at reasonable cost) and to name Purchaser an additional insured with respect to such coverage; and

(iv) Seller shall provide to Purchaser a copy of all reports obtained by Seller when and as received by Seller and shall, to the extent it has the power and authority to do so, make available, or cause its consultant to make available, to Purchaser the field notes, laboratory reports, sampling and test results and other relevant documentation relating to such reports to the extent such information is not included in the reports.

6.13 Intercompany Receivables and Payables. Each of Seller and Purchaser agrees to pay any and all intercompany trade receivables and payables, respectively, of the Business outstanding as of the Closing Date within the time period for payment in the ordinary course of business but no later than thirty (30) days after the Closing; provided, however, to the extent any such intercompany receivable or payable is not recorded on the Closing Statement of Assets and Liabilities (as finally agreed upon pursuant to Section 2.2) or the amount recorded differs from the amount paid in respect thereof by Seller or Purchaser, as the case may be, such party shall refund to the other party any overpayment received, or shall pay any additional amount owing to the other party, as the case may be, in each case together with interest at the rate specified in Section 2.3 from the date payment was originally made or due.

6.14 Health and Safety Operational Issues. At Seller's sole cost and expense, Seller shall diligently proceed to take reasonable action to correct the items identified in Schedule 6.14 attached hereto. Purchaser acknowledges that Seller may be able to provide Purchaser additional information concerning the issues set forth in the referenced memorandum that reasonably establish that one or more of such issues do not constitute a

current violation or noncompliance, in which case Seller shall have no obligation under this Section 6.14 with respect thereto.

ARTICLE 7. TOLL AGREEMENT

At the Closing, Purchaser and Seller shall execute the Toll Agreement attached hereto as Schedule 7, pursuant to which Seller will toll produce for Purchaser metal clad PTFE/glass laminates utilizing the Personal Property located at Seller's La Crosse, Wisconsin Laminated Products plant, for a period of up to two years from the Closing Date.

ARTICLE 8. PRE-CLOSING COVENANTS

8.1 Conduct of Business. During the period from the date hereof through the Closing Date, and except as otherwise provided in this Agreement, Seller:

(i) Shall conduct the Business in the ordinary course, consistent with past practice;

(ii) Shall refrain from disclosing or entering into any license or agreement with respect to the Intellectual Property;

(iii) Shall use reasonable efforts to maintain the good relations of its suppliers, customers and others with whom it has business relations;

(iv) Shall notify Purchaser of any material adverse change with respect to the condition of the Assets or the Assumed Liabilities or the Business;

(v) Shall not grant any compensation increase or bonus, except in the ordinary course of business, consistent with past practices;

(vi) Shall use reasonable efforts to preserve the business organization of the Business intact, and to preserve for Seller the present relationship between the Business and its employees, suppliers, clients and others having business relations with them;

(vii) Shall comply with all laws, ordinances, rules, regulations and orders applicable to the Business, or Seller's operations, assets or properties in respect thereof, the noncompliance with which might materially affect the Business or the Assets;

(viii) Shall not sell, assign, transfer, convey, lease, mortgage, pledge or otherwise dispose of or encumber any of the Assets, or any interests therein, except in the ordinary course of the Business; and

(ix) Shall not acquire by merger or consolidation with, or merge or consolidate with, or purchase substantially all of the assets of, or otherwise acquire any material assets or business of any corporation, partnership, association or other business organization or division thereof if any such transaction could materially affect the Assets, the Business or the consummation of the transactions contemplated hereby.

8.2 Access to Records and Properties. (a) From the date hereof until the Closing Date or earlier termination of this Agreement, Seller will:

(i) provide Purchaser, its officers, counsel and other representatives with reasonable access to the Assets, the principal personnel and representatives of Seller, and such books and records pertaining to the Business as Purchaser may reasonably request, during Seller's regular business hours, provided that Purchaser has provided Seller with reasonable prior written notice, and provided further that Purchase agrees that such access will be requested and exercised with due regard to minimizing interference with the operations of the Business;

(ii) furnish to Purchaser or its representatives such additional financial and operating data and other information relating to the business as may be reasonably requested, to the extent that such access and disclosure would not violate the terms of any agreement to which Seller is bound or any applicable law or regulation; and

(iii) make available to Purchaser for inspection and review all documents, or copies thereof, listed in the Schedules hereto, and all files, records and papers of any and all proceedings and matters listed in the Schedules hereto, except to the extent prohibited or restricted by law, regulation, contract with a third party or where the documents are subject to the attorney client or work product privilege.

8.3 Consents. Seller and Purchaser each has made required filings with the Federal Trade Commission ("FTC") and U.S. Department of Justice ("DOJ") pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act") (including, without limitation, responses to requests for additional information). The parties shall not consummate the transactions contemplated by this Agreement unless and until all applicable waiting periods under the HSR Act have expired or are otherwise terminated and shall use good faith efforts to demonstrate that such transactions should not be opposed by the FTC or DOJ. All HSR Act filing fees are the responsibility of Purchaser.

8.4 Public Announcements. On and after the date hereof and through the Closing Date, neither of the parties shall issue any press release or make any public statement prior to obtaining the other party's approval, which approval shall not be unreasonably withheld, except that no such approval shall be necessary to the extent that, in the opinion of counsel to the party proposing to make such disclosure, disclosure is required by law or by any listing agreement of either party hereto. Such opinion of counsel shall be confirmed in writing and promptly delivered to the other party. The parties may disclose information with respect to the transactions contemplated hereby to their employees, agents and consultants only to the extent such persons have a need to know and agree to be bound by the terms hereof relative to the disclosure of such information.

ARTICLE 9. CLOSING

9.1 Closing Date and Place. The consummation of the purchase and sale contemplated hereby (the "Closing") will take place at the offices of Seller in Morristown, NJ at 10:00 a.m. on the third business day following the later of the execution of this Agreement or the date on which the conditions to the Closing set forth in Sections 10.1(a) and (e) and Sections 10.2(a) and (e) have been satisfied, or on such other date and time as may be mutually agreed upon by the parties in writing. Either party may elect to effect the Closing via the exchange of executed documents and certificates by telecopier or overnight mail. The date upon which the Closing occurs is referred to herein as the "Closing Date".

ARTICLE 10. CONDITIONS TO CLOSING

10.1 Conditions to the Obligations of Purchaser. The obligations of Purchaser under this Agreement are subject to the fulfillment prior to or at the Closing of each of the following conditions, any one or more of which may be waived in writing by Purchaser in its sole discretion:

(a) No law or order shall have been enacted, entered, issued, promulgated or enforced by any governmental entity, nor shall any action have been instituted and remain pending or have been threatened and remain so at what would otherwise be the Closing Date, which prohibits or restricts or would (if successful) prohibit or restrict the transactions contemplated herein.

(b) The representations and warranties of Seller contained in this Agreement or in any certificate or document delivered to Purchaser pursuant hereto shall be complete, true and correct in all material respects on the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

(c) Seller shall have performed all of its covenants, obligations and agreements contained in this Agreement to the extent required to be performed and complied with by it prior to the Closing Date.

(d) Purchaser shall have received all certificates, instruments, agreements, deeds, title policies and other documents to be delivered by Seller on or before the Closing Date pursuant to this Agreement.

(e) The waiting periods under the HSR Act applicable to the purchase of the Business shall have expired without the initiation of legal action by the FTC or the DOJ.

10.2 Conditions to the Obligations of Seller. The obligations of Seller under this Agreement are subject to the fulfillment, prior to the Closing, of each of the following conditions, any one or more of which may be waived in writing by Seller in its sole discretion:

(a) No law or order shall have been enacted, entered, issued, promulgated or enforced by any governmental entity, nor shall any action have been instituted and remain pending or have been threatened and remain so at what would otherwise be the Closing Date, which prohibits or restricts or would (if successful) prohibit or restrict the transactions contemplated herein.

(b) The representations and warranties of Purchaser contained in this Agreement or in any certificates or documents delivered to Seller pursuant hereto shall in all material respects be complete, true and correct on the Closing Date, with the same force and effect as though such representations and warranties, had been made on and as of the Closing Date.

(c) Purchaser shall have performed all of its covenants, obligations and agreements contained in this Agreement to the extent required to be performed and complied with by the Closing Date.

(d) Seller shall have received all certificates, instruments, agreements and other documents to be delivered on or before the Closing Date pursuant to this Agreement.

(e) The waiting periods under the HSR Act applicable to the purchase of the Business shall have expired without the initiation of legal action by the FTC or the DOJ.

ARTICLE 11. TERMINATION AND SURVIVAL

11.1 Termination. Both of the parties hereto shall use good faith efforts to bring about the satisfaction of the conditions hereunder prior to and at Closing. Notwithstanding anything to the contrary set forth herein, this Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing:

(a) by mutual written consent of Purchaser and Seller;
or

(b) by Purchaser or Seller, upon written notice to the other, if such party or its Affiliate has breached any material representation, warranty or covenant contained in this Agreement in any material respect, if the non-breaching party has notified the breaching party of the breach in writing and the breach has continued without cure for a period of thirty (30) days after notice of the breach; or

(c) by Purchaser or Seller, upon the earlier of three (3) months from the date hereof or the issuance of a preliminary injunction enjoining the Closing of the transactions contemplated herein.

11.2 Effect of Termination.

(a) If this Agreement is terminated pursuant to Section 11.1(a) or Section 11.1(c), this Agreement shall become void and of no further force and effect, and neither of the parties hereto (nor their respective Affiliates, directors, shareholders, officers, employees, agents, consultants, attorneys-in-fact or other representatives) shall have any liability in respect of such termination.

(b) If this Agreement is terminated pursuant to Section 11.1(b), then subject to Section 15.17, the non-breaching party shall be entitled to receive reimbursement from the breaching party for all reasonable fees, costs and expenses (including legal and accounting) incurred by the non-breaching party in connection with this Agreement and the transactions contemplated hereby.

ARTICLE 12. CLOSING DOCUMENTS

12.1 Documents to be Delivered by Seller. At the Closing, Seller shall deliver to Purchaser the following documents:

(i) Copies of resolutions of Seller certified by a Secretary, Assistant Secretary or other appropriate officer of Seller, authorizing the execution, delivery and

performance of this Agreement and the transactions contemplated hereby;

(ii) Duly executed bills of sale and assignments in the forms attached as Schedule 1.4.1 and such other appropriate instruments of transfer with respect to all of the Assets not transferred or assigned by any other documents or instruments described in this Section;

(iii) Duly executed and acknowledged deed in the form attached as Schedule 1.4.2 and such other appropriate instruments of transfer with respect to the Real Property;

(iv) Duly executed and acknowledged assignments sufficient to transfer title to the Intellectual Property;

(v) Duly executed License in the form attached as Schedule 1.3(f);

(vi) Duly executed assignment and assumption agreement with respect to the Assumed Liabilities in the form attached as Schedule 1.4.1;

(vii) Duly executed Lease Agreements in the forms attached as Schedules 1.5.1 and 1.5.2;

(viii) Duly executed documents of assignment or transfer with respect to each of the transferable Permits and Licenses listed in Schedule 4.17;

(ix) A certificate of an appropriate officer of Seller relating to the representations, warranties and covenants of Seller made herein as provided in Section 10.1(b) and (c);

(x) Duly executed Toll Agreement in the form attached hereto as Schedule 7;

(xi) Intentionally Omitted;

(xii) The Title Policy; and

(xiii) Any other documents reasonably necessary to effectuate the transactions contemplated hereby.

12.2 Documents to be Delivered by Purchaser. At the Closing, Purchaser shall pay the Purchase Price to Seller by wire transfer and shall duly execute, where applicable, and deliver to Seller the following documents:

(i) Copies of resolutions of the Purchaser, certified by the Secretary or Assistant Secretary of Purchaser, authorizing the execution, delivery and

performance of this Agreement and the transactions contemplated hereby;

(ii) Duly executed assignment and assumption agreement with respect to the Assumed Liabilities in the form attached as Schedule 1.4.1;

(iii) Duly executed Lease Agreements in the forms attached as Schedules 1.5.1 and 1.5.2;

(iv) A certificate of an appropriate officer of Purchaser relating to the representations, warranties and covenants made herein by Purchaser, as provided in Sections 10.2(b) and (c);

(v) Duly executed Toll Agreement in the form attached hereto as Schedule 7;

(vi) Intentionally Omitted;

(vii) Duly executed License in the form attached as Schedule 1.3(f); and

(viii) Any other documents reasonably necessary to effectuate the transactions contemplated hereby.

ARTICLE 13. POST CLOSING OBLIGATIONS

13.1 Further Assurances. From time to time after the Closing, without further consideration, the parties shall cooperate with each other and shall execute and deliver instruments of transfer or assignment, or such other documents to the other party as such other party reasonably may request to evidence or perfect Purchaser's right, title and interest to the Assets, and otherwise carry out the transactions contemplated by this Agreement. Recordation of any such instruments shall be at the sole expense of Purchaser.

13.2 Access to Books and Records. After the Closing, Purchaser shall permit Seller, at Seller's sole expense, to have access to and the right to make copies of such of Seller's books, records and files as constitute part of the Assets for any reasonable purpose at any time during regular business hours, such as for use in litigation or financial reporting, tax return preparation, or tax compliance matters. Prior to disposing of or destroying any such information or records after the Closing Date, Purchaser shall afford Seller a reasonable opportunity to segregate, remove or copy such books, records and files as Seller may select. Purchaser shall not be required to retain such books, records and files beyond the expiration of any applicable statute of limitations, including extensions thereof.

13.3 Cooperation in Litigation. The parties shall reasonably cooperate with each other at the requesting party's expense in the prosecution or defense of any litigation or other proceeding arising from or relating to the operation of the Business.

13.4 Proprietary Information. Prior to the Closing Date, the Business was routinely supplied copies of proprietary and confidential information relating to strategic, technical, and/or marketing plans of Seller and its Affiliates and their various operations. Although Seller has attempted to recover such information from the Business, some may still be present within the Business. Purchaser therefore agrees that it will not use such information for any purpose whatsoever, and shall destroy any remaining copies.

ARTICLE 14. INDEMNIFICATION

14.1 Indemnification by Seller and Parent. Seller and Parent (collectively and individually referred to hereinafter in this Article 14 as "Seller" unless otherwise expressly provided), jointly and severally, shall defend, indemnify and hold harmless Purchaser and Purchaser's directors, shareholders, officers, employees, agents, Affiliates, successors and assigns from and against any and all claims, liabilities, obligations, losses, costs, expenses (including, without limitation, interest, penalties and reasonable attorneys' fees), fines, or damages of any kind or nature (individually a "Loss" and collectively "Losses"), as a result of, or based upon or arising out of:

(a) any breach or violation by Seller of any of the covenants made by Seller in this Agreement or any agreement, certificate or similar document delivered pursuant hereto;

(b) any breach of, or any inaccuracy or misrepresentation in, any of the representations or warranties made by Seller in this Agreement or in any Schedule, agreement, instrument, certificate or similar document required to be delivered pursuant to the terms hereof;

(c) all Losses resulting from the assertion of claims made against the Assets sold hereunder or against Purchaser by creditors of Seller under any applicable bulk transfer law, including, but not limited to, the bulk transfer provisions of the Uniform Commercial Code of any state, or any similar statute, with respect to the transactions contemplated hereby; provided, that this Subsection shall in no event apply to Losses resulting from the assertion of claims included in the Assumed Liabilities; or

(d) any and all Excluded Liabilities (other than Environmental Excluded Liabilities), it being understood

that neither the Hazardous Substances referred to in the last sentence of Section 14.2(e) (B) which may have been present prior to the Closing Date, nor Purchaser's obligations under that provision with respect thereto, are intended to or shall be deemed to constitute an Excluded Liability;

(e) any and all of the following:

(A) the alleged or actual violation of any Environmental Law prior to the Closing or subsequent to the Closing to the extent the violation is a continuation of a violation that existed as of the Closing, provided that Purchaser gives Seller a Notice of Claim (as hereinafter defined) with respect to such continuing violation within two (2) years after the Closing Date in which event the procedures set forth in Schedule 14.1(e) (A) attached hereto shall apply;

(B) the presence, at any time on or prior to the Closing Date, of Hazardous Substances on or in the soil, groundwater or surface water at the Real Property or at any property or facility used in connection with the Business (including any property or facility at which any Hazardous Substances were disposed or treated), which presence constitutes an Environmental Condition as of the Closing Date or which becomes an Environmental Condition after the Closing Date due to a change in Environmental Laws.

14.1.1 Limitation on Environmental Indemnification.

Notwithstanding the foregoing, Seller's obligation to Purchaser with respect to any Losses as a result of, or based upon or arising out of the circumstances described in Section 14.1(e) shall be limited to (i) third party claims, (ii) performance of investigation and remediation activities, (iii) reimbursement of or payment of out-of-pocket costs Purchaser may incur in connection with investigation or remediation activities or activities required to bring into compliance a continuing violation of an Environmental Law existing as of the Closing, and (iv) in the event any required investigation or remediation activities in respect of a Notice of Claim given to Seller during the three (3) year period following the Closing, or any compliance activities in respect of a Notice of Claim given to Seller pursuant to Section 14.1(e) (A) during the two (2) year period following the Closing, shall limit or shut down Purchaser's manufacturing operations, fifty percent (50%) of any profits Purchaser can reasonably establish that it lost as a result of such limitation on its manufacturing of Products for sale, provided that in no event will Seller's obligation with respect to such lost profits exceed \$3,000,000 in the aggregate. It is understood that Seller shall not be required to indemnify Purchaser for any lost profits which Purchaser may claim as a

result of delays or changes in implementation of any of Purchaser's expansion plans due to the performance of required investigation or remediation or compliance activities. In no event will Seller be required to conduct remediation to standards more strict than those then required by applicable governmental entities for a manufacturing operation conducted at the Transferred Facilities similar to the Business as conducted as of the Closing Date.

14.2 Indemnification by Purchaser. Purchaser shall indemnify and hold harmless Seller, Parent and their respective directors, stockholder, officers, employees, agents, consultants, representatives, Affiliates, successors and assigns from and against any and all Losses, as a result of, or based upon or arising out of:

(a) any breach or violation by Purchaser of any of the covenants made by Purchaser in this Agreement or any agreement, certificate or similar document delivered pursuant hereto;

(b) any breach of, or any inaccuracy in any of the representations or warranties made by Purchaser in this Agreement, or in any Schedule, agreement, certificate, instrument or similar documents required to be delivered pursuant to the terms hereof;

(c) any Assumed Liability;

(d) the operation of the Business by Purchaser after the Closing Date except to the extent otherwise the obligation or responsibility of Seller under this Agreement or otherwise covered by Section 14.2(e) or (f);

(e) any and all of the following:

(A) the alleged or actual violation by the Business of any Environmental Law subsequent to the Closing, unless such violation existed on or prior to the Closing and falls within Seller's indemnification obligation under Section 14.1(e) (A), and

(B) the release or deposit, at any time subsequent to the Closing, of Hazardous Substance(s) onto or into the soil, groundwater or surface water at the Real Property or at any property or facility (excluding Seller's Lacrosse, WI property and facility) used in connection with the Business (including any property or facility at which any Hazardous Substances were disposed or treated), unless the release or deposit does not materially increase the cost of investigating or remediating an Environmental Condition for which Seller is obligated to indemnify Purchaser

pursuant to Section 14.1(e), provided that, if such release or deposit does materially increase the cost of investigating or remediating an Environmental Condition for which Seller is obligated to indemnify Purchaser pursuant to Section 14.1(e), the cost of investigation and remediation shall be equitably allocated between Seller and Purchaser taking into consideration their relative contributions to the condition. (For the purposes of this subsection, an additional cost shall be "material" if it adds more than \$75,000 to the cost of the investigation or remediation.) In the event such release or deposit subsequent to the Closing gives rise to an Environmental Condition which did not exist prior to such release or deposit, it is agreed that Purchaser shall be responsible for the entire cost of investigating and remediating such Environmental Condition, including any Hazardous Substances comprising a portion of the Environmental Condition, regardless of whether such Hazardous Substances were present prior to the Closing Date; or

(f) Purchaser's hiring practices in connection with its compliance with Section 6.1(a) to the extent arising from claims by any employee listed in Schedule 6.1(a)(1) that Purchaser and/or Seller unlawfully discriminated against such employee in connection with Purchaser's hiring decisions on the basis of such employee's age, race, gender, religion or other legally protected classification.

14.2.1 Limitation on Environmental Indemnification.
Notwithstanding the foregoing, Purchaser's obligation to Seller with respect to any Losses as a result of, or based upon or arising out of the circumstances described in Section 14.2(e) shall be limited to (i) third party claims, (ii) performance of investigation and remediation activities, and (iii) reimbursement of or payment of out-of-pocket costs Seller may incur in connection with investigation or remediation activities or activities required to bring into compliance a violation of an Environmental Law subsequent to the Closing. In no event will Purchaser be required to conduct remediation to standards more strict than those then required by applicable governmental entities for a manufacturing operation conducted at the Transferred Facilities similar to the Business as conducted as of the Closing Date.

14.3 Indemnification Procedure.

(a) Any party seeking indemnification hereunder (the "Indemnitee") shall notify the party liable for such indemnification (the "Indemnitor") in writing of any event, omission or occurrence which the Indemnitee has determined has given or could give rise to Losses which are indemnifiable hereunder (such written notice being

hereinafter referred to as a "Notice of Claim"); provided, that a Notice of Claim in respect of any action at law or suit in equity by or against a third person as to which indemnification will be sought shall be given promptly after the action or suit is commenced. A Notice of Claim shall specify in reasonable detail the nature and any particulars of the event, omission or occurrence giving rise to a right of indemnification. Neither the failure of any Indemnitee to give notice as provided in this Section 14.3 nor any defect or error in the notices given shall relieve the Indemnitor of its obligations under this Section 14.3, except to the extent that the Indemnitor is actually prejudiced by such failure, defect or error. After the giving of a Notice of Claim pursuant hereto, the amount of indemnification to which an Indemnitee shall be entitled shall be determined: (i) by the written agreement between the Indemnitee and the Indemnitor; (ii) by a judgment or decree of any court of competent jurisdiction; or (iii) by any other means to which the Indemnitee and the Indemnitor shall agree.

(b) The Indemnitor shall have the right to conduct and control, through counsel of its choosing reasonably acceptable to the Indemnitee, the defense, compromise or settlement of any third person claim, action or suit against such Indemnitee as to which indemnification is sought by any Indemnitee from any Indemnitor hereunder, provided that the Indemnitor (i) has acknowledged and agreed in writing, within 14 days after the giving of a Notice of Claim or such shorter period as may be required to avoid any prejudice to the right of the Indemnitee, that, if the same is adversely determined, the Indemnitor has an obligation to provide indemnification to the Indemnitee in respect thereof and (ii) diligently and timely defends against such claim, action or suit. In any such case the Indemnitee shall cooperate in connection therewith and shall furnish such records, information and testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested by the Indemnitor in connection therewith; provided, that the Indemnitor shall not, without the written consent of the Indemnitee (which consent shall not be withheld unreasonably) compromise or settle any such claim, action or suit. The Indemnified Party shall have the right to employ separate counsel in any claim, action or suit and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnitee unless (i) the Indemnitor has agreed in writing to pay such fees and expenses, (ii) the Indemnitor has failed to assume the defense and employ counsel, or (iii) the named parties to any such claim, action or suit (including any impleaded parties) include both the Indemnitor and the Indemnitee and the Indemnitee shall have been advised in writing by its counsel that

representation of the Indemnitor and the Indemnatee by the same counsel would be inappropriate under applicable standards of professional conduct (whether or not such representation by the same counsel has been proposed) due to actual or potential differing conflicts of interest between them (in which case the Indemnitor shall not have the right to assume the defense of such claim, action or suit on behalf of the Indemnatee).

(c) In the event Purchaser gives Seller a Notice of Claim for indemnification under Section 14.1(e), Seller shall notify Purchaser within ninety (90) days of Seller's receipt of the Notice of Claim whether or not Seller intends to conduct the required remediation and investigation activities. During such ninety (90) day period, Purchaser shall permit Seller and its consultants reasonable access to the relevant property for the purposes of determining whether or not Seller agrees with the claim. In the event a governmental authority requires action more quickly, Seller and Purchaser will cooperate with each other in good faith in order to negotiate a schedule reasonably acceptable to the governmental authority. Seller shall have the right to reasonably conduct and shall have reasonable control over any and all investigation and remediation activities that it undertakes, provided that Seller diligently and timely commences and performs such activities. Prior to the commencement of any such activities on the Real Property, Seller shall provide to Purchaser for its review and approval, which approval shall not unreasonably be withheld, the following:

(i) a work plan setting forth in reasonable detail the work to be performed; and

(ii) reasonably satisfactory evidence that Seller maintains, or has caused the party performing the work to maintain, insurance reasonably required by Purchaser (provided that such insurance is available at reasonable cost), naming Purchaser as an additional insured.

Seller shall provide to Purchaser copies of all reports, studies and sampling results, and drafts thereof, prepared with respect to the work and the Environmental Condition when and as such reports, studies or results become available.

(d) In connection with the performance of any such investigation or remediation activities, Purchaser shall provide Seller and its representatives with access to the Transferred Facilities, and shall cooperate with all reasonable requests of Seller, provided that Seller shall

reimburse Purchaser for reasonable out-of-pocket costs incurred as a result of providing such assistance.

(e) Seller shall use reasonable efforts to minimize any interference with the business operations of Purchaser and shall not materially interfere with such operations unless (y) no reasonable alternative action is available that would cause less interference, and (z) the proposed action or alternative action must be taken to satisfy a requirement of a governmental entity to investigate or remediate an Environmental Condition.

14.4 Limitation on Certain Claims. Anything to the contrary contained herein notwithstanding, (i) no party shall assert any claim against the other for indemnification hereunder with respect to any Losses unless and until the amount of such Losses or claims recoverable by the claiming party shall exceed \$200,000 calculated on a cumulative basis and not a per item basis, and then only in respect to the excess over said amount; provided, however, any Losses which arise pursuant to Sections 14.1(c), (d) or (e) or 14.2(c), (d), (e) or (f) shall not be subject to the \$200,000 minimum set forth in this Section 14.4; and (ii) neither Purchaser nor Seller shall be entitled to recover from the other party more than an aggregate of \$17,000,000 with respect to all claims for indemnity or damages in respect of matters for which it is entitled to be indemnified under (x) Sections 14.1(a), (b) or (c) in the case of Purchaser, and (y) Sections 14.2(a) or (b) in the case of Seller, whether such claims are brought under this Article 14 or otherwise.

14.5 Term. This Article 14 shall survive the Closing and shall remain in effect as follows: (i) as to any indemnification obligation arising pursuant to Sections 14.1(a) or (b) or 14.2(a) or (b), this Article 14 shall survive the Closing, and shall remain in effect for a period of two (2) years after the Closing, (ii) as to any indemnification obligation arising pursuant to Sections 14.1(e) or 14.2(e), this Article 14 shall remain in effect for a period of twenty (20) years after the Closing, and (iii) as to any indemnification obligation arising pursuant to Sections 14.1(c) or (d) or 14.2(c), (d) or (f), this Article 14 shall remain in effect indefinitely. The expiration of indemnity obligations under Article 14 shall not be deemed to constitute an assumption of liability by the party to whom the obligation ran or a waiver by such party of any other right or claim.

ARTICLE 15. MISCELLANEOUS

15.1 Expenses. Except as specifically set forth elsewhere herein, each of the parties hereto shall pay its own expenses and costs incurred or to be incurred by it in negotiating, closing and carrying out this Agreement. In the event of any action for the breach of this Agreement or

misrepresentation by any party, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses incurred in such action.

15.2 Notices. Any notice or communication given pursuant to this Agreement by a party hereto to the other party shall be in writing and hand delivered, or mailed by registered or certified mail, postage prepaid, return receipt requested (notices so mailed shall be deemed effective on the third day after mailing), or sent via facsimile (notices so transmitted shall be deemed effective upon transmission), with an original mailed as follows:

If to Seller:

AlliedSignal Laminate Systems Inc.
c/o AlliedSignal Inc.
101 Columbia Road
Morristown, New Jersey 07962
Attention: Vice President and General Counsel
Engineered Materials
Fax No.: (201) 455-6840

If to Purchaser:

Furon Company
29982 Ivy Glenn Drive
Laguna Niguel, California 92677
Attention: Chairman of the Board and General
Counsel
Fax No.: (714) 363-6276

15.3 Confidentiality. Seller and Purchaser have entered into a Confidentiality Agreement dated March 8, 1995, which notwithstanding any provision herein to the contrary shall survive the execution and delivery of this Agreement and any termination of this Agreement, but shall expire upon the consummation of the Closing and thereafter be of no further force or effect.

15.4 Post Closing Services. Seller agrees that following the Closing Date Seller will continue to provide those services set forth on Schedule 15.4 for the periods specified in Schedule 15.4, provided, however that Purchaser and Seller shall agree on a fee to be paid to Seller which fully compensates for all its costs in providing such services including wage and expenses of Seller's employees and allocable overhead, and terms for the provision of such services.

15.5 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall

be deemed an original, but all of which together shall constitute one and the same instrument.

15.6 Entire Agreement. Except for the Confidentiality Agreement referred to in Section 15.3, this Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior communication, representations, agreements and understandings between the parties hereto, whether oral or written, including, without limitation, any financial or other projections or predictions regarding the Seller or the Business.

15.7 Construction. When the context so requires, references herein to the singular number include the plural and vice versa and pronouns in the masculine or neuter gender include the feminine. The headings contained in this Agreement and the tables of contents, exhibits and schedules are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

15.8 Assignment. This Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not unreasonably be withheld.

15.9 Amendment. This Agreement may be amended only by written agreements duly executed by representatives of both of the parties hereto.

15.10 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of New York, disregarding its conflicts of laws principles which may require the application of the laws of another jurisdiction.

15.11 Failure to Close. If for any reason this Agreement is terminated prior to Closing, Purchaser shall promptly upon the request of Seller return to Seller all documents and other information (and notes made therefrom), including all originals and all copies thereof, theretofore delivered to Purchaser by or on behalf of Seller. Purchaser shall in any case comply with the terms of the Confidentiality Agreement referred to in Section 15.3.

15.12 No Third Party Rights. This Agreement is not intended and shall not be construed to create any rights in any parties other than Seller and Purchaser and no other person shall assert any rights as a third party beneficiary hereunder.

15.13 Schedules. Schedules attached hereto are incorporated into this Agreement and shall be deemed a part hereof as if set forth herein in full. References herein to "this Agreement" and the words "herein," "hereof" and words of similar import refer to this Agreement (including Schedules) as an entirety. In the event of any conflict between the provisions

of this Agreement and any such Schedule, the provisions of this Agreement shall control.

15.14 Waivers. Any waiver of rights hereunder must be set forth in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit or waive either party's rights at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

15.15 Severability. If and to the extent that any court of competent jurisdiction holds any provisions (or any part thereof) of this Agreement to be invalid or unenforceable, such holding shall in no way affect the validity of the remainder of this Agreement.

15.16 Remedies Cumulative. Except with respect to remedies for the breach of representations and warranties and except for the limitations on recovery of damages set forth in Sections 14.1.1, 14.2.1 and 14.4, all rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available and Article 14 shall not be deemed to preclude or otherwise limit in any way the exercise of any such other rights or pursuit of other remedies.

15.17 Specific Performance. Seller and Purchaser each acknowledge that, in view of the uniqueness of the Business and the transactions contemplated by this Agreement, each party would not have an adequate remedy at law for money damages in the event that this Agreement has not been performed in accordance with its terms, and therefore agrees that the other party shall be entitled to specific enforcement of the terms hereof in addition to any other remedy to which it may be entitled, at law or in equity.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Purchaser have duly executed and delivered this Agreement as of the day and year first above written.

"SELLER"

AlliedSignal Laminate Systems Inc.,
a Delaware corporation

By: Stanley R. Stevinson *ms*
Name: Stanley R. Stevinson
Title: Assistant Secretary

"PARENT"

AlliedSignal Inc.,
a Delaware corporation

By: Daniel K. Clift *ms*
Name: Daniel K. Clift
Title: Director - Corporate Development

"PURCHASER"

Furon Company,
a California corporation

By: J. Michael Hagan
Name: J. Michael Hagan
Title: Chairman

Schedule A
Products

PSAT

Skived PTFE Film
High Modulus Skived PTFE Film
High Modulus Extruded PTFE Film
Oriented PTFE Film
FEP Film
Polyimide Film
UHMW Polyethylene Film
PTFE / Glass Fabric
PTFE / Glass Fabric/Conductive
Glass Fabric - Single Side Coated
Glass Fabric - Double Side Coated
Silicone Glass
Aluminum Foil

Flexible Composites

Silicone Glass / White
Silicone Glass / Red
PTFE / Glass - Tear Resistant
PTFE / Glass - Super Smooth
PTFE / Glass - Standard
PTFE / Glass - Mechanical
PTFE / Glass - Porous
PTFE / Glass - Conductive
PTFE / Glass - White
PTFE / Glass - CYTEK™
Fluorglas II Laminate
Custom Fabricated Components
PTFE / Glass Filament
PTFE Lacing Tape

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Schedule A (Continued)
Products

PTFE Film

Virgin Skived Film
Reprocessed Skived Film
Extruded PTFE Film - Unsintered
Extruded PTFE Film - Sintered
Extruded PTFE Film - Low Density

Microwave Laminate

Fine Weave Glass
Medium Weave Glass
High Dielectric Constant
Low Dielectric Constant

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Schedule 15.4

Post Closing Services to be Provided by Seller

For a period of twelve (12) months after the date of this Agreement, Seller will make available to Purchaser processing capability under the Xerox Business Management System (XBMS) consistent with what is currently available to the Business. AlliedSignal data center in Tempe, AZ and the AlliedSignal Laminate Systems data center will continue to provide hardware and software support to include, but is not limited to, operation of the software at Tempe; data base management; agenda monitoring and abort notification and pre and/or post agenda data saves. The charge for these services will be \$10,374 per month. Purchaser will have the right to terminate these services at the end of any month by giving at least thirty (30) days written notice to Seller.

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Schedule 14.1(e)(A)
Continuing Violation Procedures

Purchaser will notify Seller in writing of any alleged continuing violation of any Environmental Law promptly after Purchaser's discovery thereof. Seller shall have a reasonable period of time to investigate and ascertain whether Seller agrees with Purchaser's claim, and Purchaser will cooperate with all reasonable requests of Seller in connection therewith. Seller and Purchaser will negotiate in good faith with respect to the corrective action, if any, required to be taken. Purchaser agrees that it will not disclose any violations or alleged violations to any governmental authority or third party unless such disclosure is required by law.

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EXHIBIT 7

PRODUCT SPECIFICATIONS

The products will be produced in accordance with Mil-S-13949H, dated 24, December, 1992 and the appropriate guidelines set by the IPC.

In the event that Mil-S-13949H, or the IPC guidelines are revised during the term of this agreement, the superseding military specification or IPC guidelines will become the governing document.

In the event that any specification change referenced above impacts the cost to produce the Products, the compensation to be paid to AlliedSignal under this Agreement will be modified to reflect such changes in cost.

EXHIBIT 4.1A

DESCRIPTION OF ITEMS IN FIXED CHARGES

Description

Maintenance
Janitors
Repairs & Maintenance
Perishable Tools
QA Wages/Expenses
Supervisory Wages
Fixed Fringes
Depreciation
Sales & Use Tax
Property Insurance
Property Taxes
Outside Security
Scrap Removal
Other Fixed Expenses

3) Direct Costs

All direct costs associated with the manufacture of metal clad PTFE/glass (microwave) laminates will be billed at actual cost on a monthly basis. Direct costs will include but not necessarily be limited to extraordinary maintenance charges for the following categories:

1. Remove, regrind and reinsert press platens
2. Purchasing replacement pumps
3. Purchasing replacement valves
4. Replacing heat exchanger coils (some can be repaired)
5. Controller electrical problems
6. Replacing insulation boards
7. Purchasing or regrinding stainless steel plates
8. Replacing stainless steel wool pads
9. Regrinding tray carriers
10. Plate refinishing

4) Copper Foil

A charge for Copper Foil purchased by AlliedSignal during the applicable month for use in the manufacture of the Products. Charges for Copper Foil during 1995 will be as follows:

<u>Type</u>	<u>Charge (\$/lb.)</u>
one-half (1/2) oz.	5.95
one (1) oz.	3.95
two (2) oz.	4.25
three (3) oz.	4.50

The 1996 charges for Copper Foil will reflect the same percentage increase or decrease reflected in Oak-Mitsui's published list prices.

5) Laboratory Testing Services

AlliedSignal will also provide laboratory testing services requested by Furon with respect to the Products for a charge of \$38/per hour.

EXHIBIT 4COMPENSATION

As compensation for AlliedSignal's services hereunder, Furon will pay AlliedSignal a monthly fee consisting of the following components:

1) Variable Costs

Direct Variable Expenses: Furon will pay all direct labor and benefit costs for the nine (9) employees in LaCrosse who work in the production of the Products. Furon will pay the full amount of such costs for the nine (9) employees regardless of whether or not any Products were manufactured during such month, and regardless of the amount of time the employees spend in the manufacture of the Products. The first priority of these nine (9) employees will be the manufacture of the Products, but AlliedSignal may assign them to other duties to the extent they are not required for the manufacture of the Products.

Allocated Variable Expenses: Furon will pay the portion of indirect variable expenses allocated to the Fluorglas Microwave Business on a basis consistent with past practice. The ratios to be used for such allocation are set forth below and will not be adjusted based upon production levels:

<u>DESCRIPTION</u>	<u>ALLOCATION %</u>
Factory Supplies	1.7
Packaging Supplies	1.7
Indirect Lab - Shipping	1.7
Indirect Lab - Q.A.	1.7
Utilities	5.0
Workmens Compensation	1.7
Welfare Insurance	1.7
SUI/FUI	1.7
FICA	1.7
Pension	1.7
Vacation Pay	4.4
Holiday Pay	4.4

2) Fixed Costs

A charge of \$11,500/month for fixed costs (see Exhibit 4.1A for detail). Effective January 1, 1997 AlliedSignal will adjust the charge for fixed costs to reflect any changes in such fixed costs.

EXHIBIT 3.2

COPPER FOIL SPECIFICATIONS

Copper Foil

Grade 1 electrodeposited copper foil will be supplied with a "special" PTFE treatment per Oak-Mitsui specification MF-150F and the applicable IPC specifications.

EXHIBIT 3.1

RAW MATERIAL SPECIFICATIONS

PTFE/Glass

PTFE/coated glass fabric will be supplied per "Norplex/Oak" procurement specification 12.2C, effective date 2/19/92 and the applicable IPC specifications.

PTFE Film

Virgin skived PTFE film will be supplied per "Norplex/Oak" procurement specification 12.3A, effective date 1/20/89 and the applicable section of the SPI ISO/WD T602A.2.

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EXHIBIT 2.3PRODUCT LEAD TIMES

Series	Lead Time
601	10 Working Days
602	10 Working Days
603	10 Working Days
605	10 Working Days
501	10 Working Days
501S	10 Working Days
502S	10 Working Days

EXHIBIT 1.1(a)

PRODUCTS

Series 601
Series 602
Series 603
Series 605
Series 501
Series 501S
Series 502S

19. ENTIRE AGREEMENT This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior understandings and agreements. The standard terms and conditions of any purchase order issued by FURON or order acknowledgment issued by ALLIEDSIGNAL shall not apply to any services or products under this Agreement.

20. DISPUTE COSTS In the event of any action for breach of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses incurred in such action.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

FURON COMPANY

ALLIEDSIGNAL LAMINATE SYSTEMS, INC.

By: _____

By: _____

14. FORCE MAJEURE. Failure of either party to make or take delivery hereunder when due, if occasioned by circumstances beyond the reasonable control of the party so failing, including, but not limited to, Acts of God, fire, explosion, flood, accident, interruption of or delay in transportation, labor troubles (whether or not the demands of the employees involved are reasonable and within said party's power to concede), employee absenteeism, labor turnover, equipment breakdown, compliance with governmental orders or directions, and other circumstances of like or different character, shall not subject said party to any liability to the other, and at the option of either party, the total quantity to be delivered hereunder shall be reduced by the quantities so omitted.

15. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not unreasonably be withheld, provided that either party may assign this Agreement without such consent to its successor in or to the purchaser of the business to which this Agreement relates. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

16. CAPTIONS Paragraph headings are for the convenience of the parties only, and are not to be construed as having substantive legal significance.

17. GOVERNING LAW This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Wisconsin.

18. WAIVER Waiver of any breach, or failure to enforce any of the terms, conditions or provisions of this Agreement at any time shall not in any way affect, limit or waive that party's right thereafter to enforce and compel compliance with each and every term, provision or condition.

shall at its sole cost and expense move any of its other machinery and equipment if required to provide free and clear access to the Equipment. ALLIEDSIGNAL represents and warrants that it has an exit and loading area sufficiently large to permit reasonable removal, loading and transportation of the Equipment without damage to ALLIEDSIGNAL's facility or personal property.

11. LIABILITY. Neither party shall be liable to the other for special, incidental, indirect, punitive or consequential damages.

12. NOTICES. Notices to either party shall be in writing and will be deemed made when delivered by hand, received by certified mail, return receipt requested, or when received by facsimile, with a copy by mail, addressed as follows:

If to AlliedSignal:

AlliedSignal Laminates Systems, Inc.
230 North Front Street
La Crosse, Wisconsin 54602-1448
Attention: President
Facsimile No: (608) 791-2475

If to FURON:

FURON Company
14 McCaffrey Street
P.O. Box 320
Hoosick Falls, NY 12090-0320
Attention: _____
Facsimile No: (518) 686-3161

Either party may change its address for notice by giving notice to the other party.

13. TITLE AND RISK OF LOSS. Title to the Raw Materials and the Products shall remain in FURON. AlliedSignal shall be responsible for damage to or loss of Raw Material and Products while in possession of AlliedSignal, except to the extent such damage or loss results from the negligence of FURON.

9.3 Either party may terminate this Agreement by giving written notice to the other party, in the event of a breach of the terms and conditions of this Agreement by the other party, which breach has not been cured with thirty (30) days after the breaching party has received written notice specifying the particulars of the breach from the non-breaching party.

9.4 If either party becomes insolvent, or if a petition in bankruptcy is filed by or against either party, the other party may terminate this Agreement immediately, by written notice.

10. REMOVAL OF EQUIPMENT. FURON shall, at its expense, disassemble and remove the Equipment from ALLIEDSIGNAL's facility within two (2) years after the closing under the Asset Purchase Agreement. In the event this Agreement is terminated prior to the expiration of the two (2) year term, removal shall be completed within forty-five (45) days after termination, but in no event later than two (2) years after the date hereof. Disassembly and removal of the Equipment shall be performed in a safe and workmanlike manner during ALLIEDSIGNAL's regular business hours or at such other time as mutually agreed upon. Any contractor engaged by FURON to perform the disassembly and removal shall be reasonably satisfactory to AlliedSignal. FURON and its contractor, if any, shall comply with all safety and other applicable requirements of AlliedSignal applicable to ALLIEDSIGNAL's facility. FURON shall be responsible for the cost of repairing any damage to ALLIEDSIGNAL's facility incurred in connection with the removal of the Equipment, and shall indemnify and hold AlliedSignal harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, including reasonable attorneys fees arising in connection with the disassembly and removal of the Equipment. ALLIEDSIGNAL shall at its sole cost and expense provide FURON reasonable access to the Equipment and to an exit and loading area for purposes of removal, each of which shall be clear of any obstruction that would unreasonably hinder disassembly, removal, loading and transportation of the Equipment. ALLIEDSIGNAL

7. WARRANTY. ALLIEDSIGNAL warrants that the Products supplied hereunder shall conform to the specifications set forth in Exhibit 7. ALLIEDSIGNAL will promptly replace any non-conforming Products with Products that conform to the applicable specifications at ALLIEDSIGNAL'S cost (including the cost of Raw Materials), provided that ALLIEDSIGNAL will not be obligated to replace Products if the non-conformity is caused by the failure of the Raw Materials to meet the specifications set forth in Exhibit 3.1 or any other defect in the Raw Materials not caused by ALLIEDSIGNAL. Replacement of non-conforming Products shall be ALLIEDSIGNAL's sole obligation and FURON's exclusive remedy for failure of the Products to meet the applicable specifications. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS SUPPLIED HEREUNDER ARE SUPPLIED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. FURON agrees to indemnify, defend and hold ALLIEDSIGNAL harmless from and against any and all claims of and liabilities to third parties (including all costs and expenses and reasonable attorneys fees relating thereto) relating to or arising in connection with the Products manufactured under this Agreement, except to the extent arising from the failure of the Products to conform to the specifications set forth in Exhibit 7.

8. YIELD. ALLIEDSIGNAL shall in good faith attempt to maximize the yield of Products produced from Raw Materials.

9. TERM; TERMINATION

9.1 The maximum term of this Agreement shall be two (2) years commencing on the date of closing under the Asset Purchase Agreement.

9.2 FURON may terminate this Agreement effective at any time prior to the expiration of the two (2) year term by giving AlliedSignal at least sixty (60) days prior written notice.

with Exhibit 4.1 attached hereto. FURON will be responsible for any and all freight charges relating to the Products.

5. PAYMENT. Payment terms shall be net thirty (30) days from receipt of invoice. In the event of a good faith dispute regarding the accuracy of any invoice from ALLIEDSIGNAL to FURON, pending resolution of such dispute, FURON may withhold payment only of the disputed amounts, and shall promptly remit the undisputed amounts. Any overdue amounts shall bear interest compounded monthly at the prime lending rate in effect at the time, as reported by The Wall Street Journal.

6. EQUIPMENT.

6.1 ALLIEDSIGNAL shall place signs, of a size and bearing legends reasonably acceptable to ALLIEDSIGNAL, on and around the Equipment indicating that such Equipment is the property of FURON.

6.2 Representatives of FURON shall have reasonable access to the Equipment, during normal business hours, consistent with reasonable security arrangements established by ALLIEDSIGNAL.

6.3 ALLIEDSIGNAL shall perform and be responsible for normal care, maintenance and operation of the Equipment. FURON will be responsible for all repairs and extraordinary maintenance. An illustrative list of extraordinary maintenance items to be directly charged to FURON is included in Exhibit 4. ALLIEDSIGNAL shall promptly advise FURON of any repairs or extraordinary maintenance required for the Equipment and ALLIEDSIGNAL will perform or arrange for such repairs or extraordinary maintenance at FURON's cost, after receiving FURON's approval on the cost and scope of such activities.

6.4 ALLIEDSIGNAL shall operate the Equipment in a safe and proper manner, in compliance with all Federal, State and local laws, rules and regulations.

quantities in excess of the capacity of the Equipment assuming the availability of all ten openings when staffed two shifts per day, five days per week (total of nine employees).

2.2 Prior to the beginning of each calendar month FURON shall provide ALLIEDSIGNAL with its best estimate of the quantity of Products required by FURON during each of the following four (4) calendar months. Such estimates are for planning purposes only and shall not be binding upon either party.

2.3 FURON shall issue firm orders for Products from time to time in accordance with the applicable minimum lead time for the Products as set forth in Exhibit 2.3. While ALLIEDSIGNAL will use reasonable efforts to supply Products in shorter lead times when requested by FURON, ALLIEDSIGNAL shall have no obligation under this Agreement to fill orders on a shorter lead time than set forth in Exhibit 2.3.

3. SUPPLY OF RAW MATERIALS

3.1 FURON shall deliver to ALLIEDSIGNAL the raw materials necessary for AlliedSignal to manufacture the Products, except for electrodeposited copper foil (the "Raw Materials"). The Raw Materials shall meet the applicable specifications set forth in Exhibit 3.1. FURON shall arrange to have the necessary Raw Materials delivered to ALLIEDSIGNAL at such times and in such quantities which are sufficient to permit ALLIEDSIGNAL to fill FURON's orders. FURON shall maintain no less than fourteen (14) days of supply of Raw Materials at ALLIEDSIGNAL's facility.

3.2 ALLIEDSIGNAL will purchase electrodeposited copper foil meeting the specifications attached hereto as Exhibit 3.1 ("Copper Foil") required to manufacture Products. FURON shall be responsible for notifying ALLIEDSIGNAL as to the quantities of Copper Foil ALLIEDSIGNAL should purchase to fill FURON's orders.

4. COMPENSATION. As compensation for ALLIEDSIGNAL's services hereunder, FURON shall pay ALLIEDSIGNAL a monthly fee determined in accordance

Schedule 7

TOLL AGREEMENT

THIS AGREEMENT is made effective as of the ____ day of _____, 1995, by and between ALLIEDSIGNAL LAMINATE SYSTEMS, INC., a Delaware corporation ("ALLIEDSIGNAL") and FURON COMPANY, a California corporation ("FURON").

WITNESSETH:

WHEREAS, ALLIEDSIGNAL AND FURON have entered into an Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement") pursuant to which ALLIEDSIGNAL sold to FURON certain assets located in ALLIEDSIGNAL's LaCrosse, Wisconsin facility, which equipment is listed in Schedule 4.5(a) to the Asset Purchase Agreement (the "Equipment").

WHEREAS, FURON desires that AlliedSignal manufacture, and AlliedSignal has agreed to manufacture for FURON, during the period of time set forth herein, certain metal-clad PTFE/glass laminates on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. PRODUCTS. ALLIEDSIGNAL agrees to manufacture for FURON the metal-clad PTFE/glass laminate products identified in Exhibit 1.1(a) (the "Products") using the Equipment.

2. QUANTITY; FORECASTS; ORDERS

2.1 The quantities of Products ALLIEDSIGNAL will manufacture for FURON hereunder shall be established in accordance with the procedures set forth in Sections 2.2 and 2.3 below, provided that in no event shall AlliedSignal be obligated to supply

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Schedule 7
Toll Agreement

Attached

10/26/95
Doc. #33629 v5

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Schedule 6.14
Health and Safety Issues

Reference is made to the memorandum from David Yopak to Don Bradley dated August 19, 1995 (the "Yopak Memo") and related correspondence which identified certain Health and Safety issues. Seller agrees to pay to Purchaser concurrently with the Closing the amount of \$10,000 for compliance activities to be performed by Purchaser. Seller also agrees to perform, or at its option and expense cause a third party to perform, the items listed below which were identified in the Yopak memo. Except as set forth in this Schedule, Seller will have no obligation to Purchaser with respect to Health and Safety compliance matters (excluding third party claims in respect of conduct of the Business prior to the Closing).

Overall HS&E Issues

1. Confined space plan: Seller will conduct training and document training with respect to the confined space plan. (Completed 10/31 per Ken Brownell)
2. Hazardous energy control: Seller will make required improvements at the John Street facility with respect to the Lock Out/Tag Out program.
3. Personal protection standard: Seller will complete training, implementation and certifications for McCaffrey Street and River Road II.
4. Floor loading marking: Seller has issued a purchase order to calculate the floor loading limits and will mark required areas with calculated load limits.
5. Emergency lighting: Seller will correct deficiencies noted in the emergency lighting system as tested during the week of October 16.

Liberty Street

6. Flammable storage: Seller will make changes to the ventilation system at Liberty Street to meet the standards of OSHA Standard 1910.106(d).

River Road I

7. Machine guarding - Seller will install guard for the lathe at River Road I.

Schedule 6.10
Underground Storage Tanks

All underground storage tanks are identified in Schedule 4.10 Environmental Disclosure.

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Schedule 6.1(d)
Retention Bonus Arrangements

Stay-on Bonus -- 5 employees total.

Purchaser responsible for amounts payable after Closing not to exceed \$35,000 in the aggregate.
Purchaser will reimburse Seller for amounts paid upon receipt of an invoice from Seller.

Detailed information to be provided to Purchaser under separate cover.

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SENT BY:

10-19-95 ; 5:48PM ;

FURON→

201 455 6199:# 3/ 3

Schedule 6.2

High-level Salaried Employees

William E. Noonan Jr.	General Manager
John Hayden	H.R. Supervisor
Bob Nowak	Controller
Richard Lenyk	Manager Product Quality/Process Reliability
Bob Ellis	Product Manager
Paul Beaumont	Manufacturing Manager
Mark Merrell	Manufacturing Manager
John B. Brown	Sales Representative
Christopher Conner	Sales Representative
Jeff Howe	Sales Representative
Tom McDonald	Sales Representative
Kevin Manchester	Sales Representative
Tom Wysocki	Maintenance Supervisor
Patricia LaPorte	Customer Service Manager
Joe Springer	Q.C. Supervisor
Satbir Nayar	Export Sales
Richard Hermas	Sales Representative

Schedule 6.1 (a) (1)
Non-Transferring Employees

A. Production

Ernest Bates
Lawrence Carknard
Russell Drozozal
Veronica Hoag
Diana Jansen
Steve Jones
Kevin Kubler
Wayne Magigano
Eugene McNair
Bertilla Noble
Daniel Parker
Brian White

B. Administrative

Richard Brown
Karen Flynn
Werner Jansen
Frank Keese
Gerald Merkel
Henry Serre
Phil Guy
Dan Bolduc
Walt Sprague*

C. Pre-Closing Hires

In Furon's discretion, any employees hired by Seller between the signing of the Asset Purchase Agreement and the Closing.

*Notwithstanding anything to the contrary contained in the Asset Purchase Agreement, Purchaser shall be responsible for any severance payments due Mr. Sprague under Seller's severance plan. Purchaser shall reimburse Seller for such severance upon receipt of an invoice from Seller.

FLRG:ASNS

Schedule 5.6
Purchaser's Consents

Federal Government requirements under the Hart Scott Rodino Antitrust Improvements Act of 1976.

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Schedule 4.22
Direct Reports and Key Employees

Albertus Beumer - Manager, Microwave Products

Robert Ellis - Manager, Product Marketing

Gerald Merkel - Director of Sales

Robert Nowak - Controller

John Hayden - Supervisor, Human Resources

Richard Lenyk - Manager, Product Quality and Process Reliability

P. J. Beaumont - Manufacturing Manager

Mark Merrell - Manufacturing Manager

Philip Guy - Materials Manager

Ken Brownell - Manager of Health, Safety & Environmental

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VILLAGE OF HOOSICK FALLS

Parcel II

24 MAIN STREET, P.O. BOX 247
HOOSICK FALLS, NEW YORK 12090-0247

PROPERTY SEARCH

Property Tax, Water, Sewer, and Solid Waste Rents

TO: Sneeclinger & Carmody Abstract
47 Second Street
Troy, N.Y. 12180PROPERTY ADDRESS: McCaffrey Street / Carey Ave.OWNER OF PROPERTY
AT TIME OF SEARCH Nordplex Oak - Fluorplan

This is to certify that the undersigned has searched the records of the Village of Hoosick Falls for the above mentioned and found the following information:

PROPERTY TAXES	PAID	DATE
JUNE 19 95 19,271.45		Pd. 6/9/95
BASE TAX		
RELIEF		
PENALTY?		
TOTAL:	YES OR NO	

WATER RENTS	PAID	DATE
AUGUST 19 95 UNMETERED	YES OR NO	
PENALTY IF ANY:		
MAY 19 95 METERED 6420.09	YES OR NO	Pd. 6/7/95
PENALTY IF ANY:		
NOVEMBER 19 95 METERED	YES OR NO	
PENALTY IF ANY:		

SEWER RENTS	PAID	DATE
NOVEMBER 19 95 UNMETERED	YES OR NO	
PENALTY IF ANY:		
MAY 19 95 METERED 5,971.51	YES OR NO	Pd. 6/7/95
PENALTY IF ANY:		
NOVEMBER 19 95 METERED	YES OR NO	
PENALTY IF ANY:		

SOLID WASTE RENTS	PAID	DATE
JANUARY 19 95 SOLID WASTE	YES OR NO	
PENALTY IF ANY:		
JULY 19 95 SOLID WASTE	YES OR NO	
PENALTY IF ANY:		

DATED: 6/28/95 SIGNATURE Linda C. Ruffner

VILLAGE OF HOOSICK FALLS

Parcel I

24 MAIN STREET, P.O. BOX 247
HOOSICK FALLS, NEW YORK 12090-0247PROPERTY SEARCH
Property Tax, Water, Sewer, and Solid Waste RentsTO: Sheerlinger & Carmody Abstract
47 Second Street
Troy, N.Y. 12180PROPERTY ADDRESS: Liberty Street & Liberty St. BoilerOWNER OF PROPERTY
AT TIME OF SEARCH Norplex Oak (Fluorglas)

This is to certify that the undersigned has searched the records of the Village of Hoosick Falls for the above mentioned and found the following information:

PROPERTY TAXES	PAID	DATE
JUNE 1995 4,608.78		Pd. 6/9/95
BASE TAX		
RELEVY		
PENALTY?	YES OR NO	
TOTAL:		

WATER RENTS	PAID	DATE
AUGUST 19__ UNMETERED	YES OR NO	
PENALTY IF ANY:		
MAY 1995 METERED 220.00 - 1,905.95	YES OR NO	Pd. 6/7/95
PENALTY IF ANY:		
NOVEMBER 19__ METERED	YES OR NO	
PENALTY IF ANY:		

SEWER RENTS	PAID	DATE
NOVEMBER 19__ UNMETERED	YES OR NO	
PENALTY IF ANY:		
MAY 1995 METERED 1,772.53 - 204.60	YES OR NO	Pd. 6/7/95
PENALTY IF ANY:		
NOVEMBER 19__ METERED	YES OR NO	
PENALTY IF ANY:		

SOLID WASTE RENTS	PAID	DATE
JANUARY 19__ SOLID WASTE	YES OR NO	
PENALTY IF ANY:		
JULY 19__ SOLID WASTE	YES OR NO	
PENALTY IF ANY:		

DATED: 6/28/95 SIGNATURE Lance C. Bennett

**Lawyers Title
Insurance Corporation**

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

TAXES

PARCEL II

THE PREMISES ARE ASSESSED ON THE 1995 ASSESSMENT ROLL, Town of Hoosick to
Morplex Oak, Inc. c/o Fluorglas P.O. Box 320 Hoosick Falls

Carey Ave.
1 BLDG - 2nd Floor

ACRES 6.57 1404 D 181
Property Class 710 (Manufacturing)
TAX MAP #37.6-3-1
Hoosick Falls Central School District Code 382801

THE PREMISES ARE ASSESSED FOR \$968,600.00.

TAX DUE 1/1/95 IN THE AMOUNT OF \$17,977.28 is PAID January 16, 1995.

1995-1996 SCHOOL TAX IN THE AMOUNT OF \$26,837.24 PAID September 22, 1995.

No Water or Sewer Tax Search made.

Personal checks will not be accepted for payment of taxes at closing. Tax
payment must be cut from proceeds.

Page 2
S. & C. No. T-49781
Date: October 3, 1995

**Lawyers Title
Insurance Corporation**

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

TAXES

PARCEL I

THE PREMISES ARE ASSESSED ON THE 1995 ASSESSMENT ROLL, Town of Hoosick to
Morplex Oak, Inc. c/o Fluorglas P.O. Box 320 Hoosick Falls

Liberty Street

FR FT 39.36 X 26.27 ACRES 11.09 1239 D 286
Property Class 710 (Manufacturing)
TAX MAP #27.10-9-20
Hoosick Falls Central School District Code 382801
20% of 50100

THE PREMISES ARE ASSESSED FOR \$446,300.00 less BS/IMP CTS(47600) of
\$10,020.00.

TAX DUE 1/1/95 IN THE AMOUNT OF \$8,097.38 is PAID January 16, 1995.

1995-1996 SCHOOL TAX IN THE AMOUNT OF \$12,157.52 PAID September 22, 1995.

No Water or Sewer Tax Search made.

Personal checks will not be accepted for payment of taxes at closing. Tax
payment must be cut from proceeds.

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J. & C. No. T-49781
Date: October 3, 1995

**Lawyers Title
Insurance Corporation**

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

MORTGAGE

NONE

Page 1
S. & C. No. Y-49781
Date: October 4, 1999

MORTGAGE PAYOUT LETTER MUST BE PROVIDED AT CLOSING, IF MORE THAN ONE MORTGAGE SEPARATE PAYOFF LETTERS MUST BE PROVIDED FOR EACH. TWO (2) BUSINESS DAYS PLUS WEEKENDS AND HOLIDAYS INTEREST MUST BE ADDED. PAYOUT LETTER MUST SPECIFY CHECK REQUIREMENTS.

THE CREDIT LINE MUST BE TERMINATED PRIOR TO CLOSING FOR ANY OF THE ABOVE MORTGAGES WHICH ARE HOME EQUITY/REVOLVING CREDIT MORTGAGES AND THE PAYOFF LETTER MUST INDICATE THAT THE PRINCIPAL BALANCE IS FIXED. AN ESCROW IN THE FACE AMOUNT OF THE MORTGAGE IS REQUIRED FOR ANY CREDIT LINE NOT TERMINATED PRIOR TO CLOSING.

NOV 3'95 10:11 FR O'MELUENY MYERS NB#1 714 669 6995 TO 912014556199--- P.05/05

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

14. Survey, dated April 1995 and revised September 25, 1995, made by David F. Barrass, Land Surveyor, shows:
- a) fence, lawn and debris encroaching over northerly line from lands now or formerly of Wilt and Liporace;
 - b) edge of lawn and gravel drive encroaching over northerly line from lands now or formerly of Brenenstuhl;
 - c) Note #5 indicates that the Village of Hoosick Falls is maintaining a portion of the paved road running to Carey Ave. as a street;
 - d) shed is shown encroaching over northerly line from lands now or formerly of Hayes;
 - e) pedestal is on northerly line;
 - f) edge of lawn and gravel and broken pavement parking area encroach over easterly line;
 - g) utility line crosses northerly line and runs to pole with guy and continues to pole near transformer; policy insures that the rights and easements to maintain and operate said line do not interfere with the use of the buildings and improvements shown.
- Policy excepts rights and easements of others to the aforesaid gravel drive and portion of the premises maintained as a street.
15. Policy insures that Carey Ave. is a village street and the premises have access thereto.

Schedule B - Section 2
Page 3
S. & C. No. Y-49781
Date: October 18, 1995

** TOTAL PAGE.005 **

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

10. Survey, dated April 1995 and revised September 25, 1995, made by David F. Barrass, Land Surveyor, shows:
- a) variations from Liber 1239 cp 286;
 - b) chainlink fence along and within easterly and northerly lines;
 - c) laws of adjoiner within northerly line;
 - d) remains of wire fence along northerly line;
 - e) pond over westerly portion of premises;
 - f) Permanent Easement NYS Department of Public Works within southwest corner;
 - g) remains of fence and fence within southerly line;
 - h) shed of adjoiner encroaching over southerly line;
 - i) apparent location of easements granted to New York Power and Light Corp. and Niagara Mohawk Corp. and New York Telephone Co. with utility poles and guys and overhead wires crossing southerly line and running to building on premises;
 - j) gravel parking area encroaches onto Parcel 3 of Liber 842 cp 432; and
 - k) paved road encroaches onto lands now or formerly of the Trustees of the Society of St. Stanislaus, Inc.
11. Rights, if any, of property owners abutting the premises in and to the waters of the pond at the southwest corner of the premises; including, but not limited to, drainage, boating and fishing rights.
12. Policy insures that Liberty St. is a village street and the premises have access thereto.

Parcel II

13. Ingress-Egress Easement - Liber 449 cp 310. Policy insures that the rights exercised under easements set forth herein do not interfere with the use of the buildings and improvements on the property as shown on the survey used herein.

Schedule B - Section 2
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**Lawyers Title
Insurance Corporation**

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

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5/2/95

SCHEDULE B - SECTION 2

This policy or policies to be issued will contain exceptions to the following unless the same are disposed to the satisfaction of the Company:

All Parcels

1. The amount of acreage or square footage is not insured.
2. Water and sewer rents, if any. Municipal departmental charges, if any, not returned to county tax enforcing officer for collection.
3. Rights and easements, if any, of public utility companies to maintain and operate existing installations on the premises herein and streets adjacent thereto.
4. No title is insured to any land lying in the bed of any street, road or avenue abutting, adjoining, passing through or crossing the premises herein.

Parcel I

7. Flood Protection Easement of Liber 361 cp 451. Policy insures that the rights exercised under easements set forth herein do not interfere with the use of the buildings and improvements on the property as shown on the survey used herein.
8. Loss or damage by reason of reinstatement of premises to full assessment by assessor.
9. Utility Easements recited in Liber 1104 cp 431 and Liber 1239 cp 286. Policy insures that the rights exercised under easements set forth herein do not interfere with the use of the buildings and improvements on the property as shown on the survey used herein.

Schedule B - Section 2
Page 1
S. & C. No. T-49781
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Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

8. Closing deed to contain the following recital:

O/E/M/ Acquisitions, Inc. a Delaware Corporation, was incorporated on June 23, 1967 and was authorized to do business in New York on June 29, 1967. On July 5, 1967, it changed its name to Dodge Industries, Inc. Dodge Industries, Inc. changed its name to Oak Materials Group, Inc. on December 1, 1975. Said corporation was merged into Morplex / Oak, Inc. on January 1, 1987. Morplex / Oak, Inc. was authorized to do business in New York on February 17, 1987. Said corporation changed its name to Morplex Oak, Inc. on January 30, 1989 and changed its name to AlliedSignal Laminate Systems, Inc. on December 16, 1992.

9. Deed from the Village of Hoosick Falls to certified owner for the westerly portion of Liberty Street to be recorded. E&A form 5217 and TP-584 to be furnished.

10. Affidavit from certified owner must be provided indicating that there are no leases, options to lease or persons in possession.

RECORDING OFFICERS REQUIRE ALL INSTRUMENTS TO BE EXECUTED IN BLACK INK.

Schedule B - Section 1
Page 2
S. & C. No. T-49781
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Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE B - SECTION 1 REQUIREMENTS

51
come out
of final
policy

The following are the requirements to be complied with:

1. Closing deed or lease to recite sale is made with unanimous consent of Grantor's Board of Directors, in its regular course of business; and recite it does not include all or substantially all corporate assets.
2. Deed to insured to be recorded. Executed N&A Form 5217 Revised January, 1994 (Filing Fee \$25.00) and Combined Real Property Gains Tax, Real Property Transfer Tax and Credit Line Mortgage Affidavit Form TP-584 (Filing Fee \$6.00) to be provided. (Real Property Gains Tax Tentative Assessment and certified funds payable to NYS Department of Taxation and Finance must be provided when applicable.)

In addition to an owner's policy of title insurance for the purchase price of a 1-4 residential dwelling, an optional rider is also available to insure homeowners for the future market value for an additional premium of 10% of the basic rate for an owner's policy.

3. Closing deed and mortgage to contain the same description set forth in Schedule A, Item 4 herein.
4. Information Only - Parcel I tax map number is #27.10-9-20 and Parcel II #37.6-3-1.
5. See over updated Village of Hoosick Falls Tax searches for Parcels I, II.
6. Fee policy will except purchase money mortgage.
7. Corporation franchise tax search against Norplex Oak, Inc. changed to AlliedSignal Laminate Systems, Inc. shows owes franchise reports and taxes for December 1994. Filing period December. Also owes License fee. Consolidated statement of tax liabilities to be issued by N.Y.S. Department of Tax and Finance (1-800-835-3554)

RECORDING OFFICERS REQUIRE ALL INSTRUMENTS TO BE EXECUTED IN BLACK INK.

Schedule B - Section 1
Page 1
S. & C. No. T-49781
Date: October 3, 1995

NOV 3 '95 10:11 FR O'MELUENY MYERS NB#1 714 669 6995 TO 912014556199--- P.04/05

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

Parcel II

All that piece or parcel of property situate in the Village of Hoosick Falls, County of Rensselaer, State of New York and being bounded and described as follows:

Beginning at a point at the Southwest corner of lands now or formerly of Steven C. and Pamela M. Wilt (former Catherine Reilly Lot), said point being in the easterly boundary of the Boston and Maine Railroad Right of Way, and running thence from said point of beginning South $84^{\circ} 22' 17''$ East along the southerly boundary of said lands now or formerly of Steven C. and Pamela M. Wilt, the southerly boundary of lands now or formerly of Mary Jane Liporace, and the southerly boundary of lands now or formerly of Chauncey A., Edwin E. and Norma L. Brenenstuhl 250.19 feet to a point; thence North $19^{\circ} 37' 43''$ East along the easterly boundary of said lands now or formerly of Chauncey A., Edwin E. and Norma L. Brenenstuhl 81.83 feet to a point in the southerly boundary of Carey Avenue; thence South $84^{\circ} 22' 17''$ East along the said southerly boundary of Carey Avenue 27.93 feet to an iron pin at the northwesterly corner of lands now or formerly of Walter Hayes; thence South $22^{\circ} 28' 40''$ West along the westerly boundary of said lands now or formerly of Walter Hayes 82.96 feet to an iron pin; thence South $84^{\circ} 22' 17''$ East along the southerly boundary of said lands now or formerly of Walter Hayes 154.00 feet to an iron pin; thence South $82^{\circ} 43' 17''$ East along the southerly boundary of lands now or formerly of Darren R. and Pamela J. Kimball 89.50 feet to an iron pin; thence North $02^{\circ} 46' 43''$ East along the easterly boundary of said lands now or formerly of Darren R. and Pamela J. Kimball 79.50 feet to a point in the aforementioned southerly boundary of Carey Avenue; thence South $84^{\circ} 39' 17''$ East along the said southerly boundary of Carey Avenue 80.69 feet to an iron pipe at the northwesterly corner of lands now or formerly of Marilyn Jordan; thence South $03^{\circ} 15' 43''$ West along the westerly boundary of said lands now or formerly of Marilyn Jordan 649.97 feet to an iron pin in the northerly boundary of lands now or formerly of The Village of Hoosick Falls; thence North $84^{\circ} 50' 17''$ West along the said northerly boundary of lands now or formerly of The Village of Hoosick Falls 311.02 feet to an iron pin in the aforementioned easterly boundary of the Boston and Maine Railroad Right of Way; thence northerly along the said easterly boundary of the Boston and Maine Railroad Right of Way the following two (2) courses and distances: 1) North $27^{\circ} 39' 17''$ West 300.00 feet to an iron pin and 2) along a curve to the right having a radius of 1117.00 feet and a central angle of $18^{\circ} 17'$ a distance of 356.52 feet to the point of beginning,

NOV 3 '95 10:10 FR O'MELUENY MYERS NBH1 714 669 6995 TO 912014556199--- P.03/05

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE A

Parcel I con't

formerly of Stephen L. Dienkoski; the northerly boundary of lands now or formerly of Elizabeth Hayden, and the northerly boundary of lands now or formerly of John E. and William L. Bakaitis 1099.10 feet to an iron pin in the easterly boundary of Hovey Avenue; thence North 13° 08' 36" East along the easterly boundary of lands now or formerly of Frank and Stella Sicinski 524.49 feet to an iron pin in the southerly boundary of lands now or formerly of Edward J. Kaukas; thence North 80° 43' 36" East along the said southerly boundary of lands now or formerly of Edward J. Kaukas, the southerly end of Madison Street, and the southerly boundary of lands now or formerly of Paul Danforth and Nancy Pierce 441.33 feet to an iron pin; thence South 33° 32' 00" East along the westerly boundary of said lands now or formerly of Paul Danforth and Nancy Pierce 153.27 feet to an iron pin; thence North 80° 50' 57" East along the southerly boundary of said lands now or formerly of Paul Danforth and Nancy Pierce, the southerly end of Mystic Lane, the southerly boundary of lands now or formerly of John J. and Merence C. Burke, and the southerly boundary of lands now or formerly of Raymond Wrubleski and Barbara A. Brown 359.58 feet to an iron bar at the northwesterly corner of lands now or formerly of Francis X. and Karen L. Gorman; thence southerly and easterly along the boundary of said lands now or formerly of Francis X. and Karen L. Gorman the following three (3) courses and distances: 1) South 33° 01' 21" East 72.50 feet to an iron pin; 2) North 80° 50' 57" East 82.84 feet to an iron pin; and 3) South 31° 28' 05" East 118.50 feet to the point of beginning.

NOV 3 '95 10:10 FR O'MELUENY MYERS NB#1 714 669 6995 TO 912014556199--- P.02/05

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE A

Parcel I

All that piece or parcel of property situate in the Village of Hoosick Falls, County of Rensselaer, State of New York and being bounded and described as follows:

Beginning at an iron pipe at the northwesterly corner of Liberty Street, said pipe being located 205 feet westerly along the northerly boundary of Liberty Street from the westerly boundary of Mechanic Street; and running thence from said point of beginning South 31° 28' 05" East along the westerly end of said Liberty Street 37.85 feet to a point in the northerly boundary of lands now or formerly of The Trustees of The Society of St. Stanislaws, Inc.; thence westerly and southerly along the boundary of said lands now or formerly of The Trustees of The Society of St. Stanislaws, Inc. the following four (4) courses and distances: 1) South 80° 50' 57" West 106.56 feet to a point; 2) along a curve to the left having a radius of 42.00 feet and a central angle of 33° 29' 16" a distance of 24.55 feet to a point; 3) South 47° 21' 18" West 102.24 feet to an iron pin; and 4) South 42° 38' 42" East 196.82 feet to an iron pin in the northwesterly boundary of River Road; thence southwesterly along the said northwesterly boundary of River Road and along a curve to the left having a radius of 363.00 feet and a central angle of 00° 46' 25" a distance of 4.90 feet to a point in the easterly boundary of lands now or formerly of the Village of Hoosick Falls; thence northerly along the said easterly boundary of lands now or formerly of the Village of Hoosick Falls and along a curve to the left having a radius of 790.50 feet and a central angle of 14° 33' 50" a distance of 200.94 feet to an iron pin; thence along the northerly boundary of said lands now or formerly of the Village of Hoosick Falls and along a curve to the right having a radius of 78.00 feet and a central angle of 13° 24' 48" a distance of 18.49 feet to an iron pin; thence southerly along the westerly boundary of said lands now or formerly of The Village of Hoosick Falls and along a curve to the right having a radius of 775.50 feet and a central angle of 15° 24' 31" a distance of 208.55 feet to a point in the aforesaid northwesterly boundary of River Road; thence southwesterly along the said northwesterly boundary of River Road and along a curve to the left having a radius of 363.00 feet and a central angle of 3° 54' 37" a distance of 24.77 feet to an iron pin at the northeasterly corner of lands now or formerly of William and Lucinda Thomson; thence South 87° 03' 03" West along the northerly boundary of said lands now or formerly of William and Lucinda Thomson, the northerly boundary of lands now or formerly of Nancy L. Foster; the northerly boundary of lands now or formerly of Robert L. Kowalik, the northerly boundary of lands now or formerly of Deborah A. Philpott, the northerly boundary of lands now or

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

S. & C. NO. T-49781

1. Effective Date: March 30, 1995

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy 1992 Amount \$ 4,000,000
(with N.Y. Endorsement Modifications)

Proposed Insured: Furon Company

(b) ALTA Loan Policy - 92 Amount \$
(with N.Y. Endorsement Modifications)

Proposed Insured: T/B/D

3. Title to the FEE SIMPLE estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

Parcel I: AlliedSignal Laminate Systems, Inc., successor in interest to Dodge Industries, Inc., acquired title by deed dated July 13, 1972 and recorded July 18, 1972 in Liber 1239 cp 286.

Parcel II: AlliedSignal Laminate Systems, Inc., successor in interest to Oak Materials Group, Inc., acquired title by deed dated April 2, 1986 and recorded April 10, 1986 in Liber 1404 cp 181; being a portion thereof.

4. The land referred to in this Commitment is described as follows:

"SEE SHEET ATTACHED"

Countersigned at Troy, New York
SNEERINGER & CARMODY ABSTRACT CORP.

Schedule A - Page 1

By [Signature]
Authorized Officer/Agent
Telephone No.: (518) 271-6201

Date: October 3, 1995

Sneeringer and Carmody ABSTRACT CORPORATION

ALBANY
518-434-0127

TROY
518-271-6201

SARATOGA
518-885-1237

50 Chapel Street
Albany, New York 12207

Lawyers Title Insurance Corporation
Norwalk National Division
2150 Post Road
Fairfield, Connecticut 06430-5669

O'Melveny & Myers
Suite 1700
610 Newport Center Drive
Newport Beach, CA 92660-6429
ATTN: Susan M. Mason, Esq.

Whiteman, Osterman & Hanna, Esqs
1 Commerce Plaza
Albany, New York 12260

Allied Signal, Inc.
Law Dept.
101 Columbia Rd.
Morristown, NJ 07982

S&C No. T49781
Premises: Carey St., Hoosick
Liberty St., Hoosick

October 4, 1995

New owner: Furon Company

Endorsement - Waiver of Arbitration	\$	25.00
Endorsement - Land Same As Survey		25.00
Fee Policy - \$4,000,000.00		13499.00
Tax Search		150.00
Extra Chain(s) of Title		900.00
Village Tax Search		60.00
Franchise Tax Search		30.00
Disbursement		240.00
TOTAL	\$	14929.00

SATISFACTION OF MORTGAGE NOT PROVIDED AT
CLOSING, \$30.00 PLUS COST OF RECORDINGS

REPRESENTING LAWYERS TITLE INSURANCE CORPORATION

Schedule 4.18(c)

Title Commitments for McCaffrey Street and Liberty Street

See Attached.

10/26/95
Doc. #33629 v5

Schedule 4.18(b)

Exceptions to use of Transferred Facilities

An underground water main that Seller owns and maintains extends from the Village of Hoosick Falls Public Water Works, under the Hoosick River, through lands of Kenneth Brownell Sr., through the south side of River Road 3's eastern property line to the River Road 3 plant, then around the south and west side of River Road 3 to the River Road 1 and 2 properties and plants. Seller is not aware of any recorded easement or right of way with respect to this pipeline.

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Schedule 4.18(a)(ii)
Leased Real Property

NONE

10/26/95
Doc. #33629 v5

Schedule 4.4(b)
Material Adverse Changes

NONE

10/26/95
Doc. #33629 v5

Schedule 4.5(a)
Condition of Property

(i) Personal property located at the Facilities:

See capital register attached as Appendix I

(ii) LaCrosse Machinery and Equipment used exclusively for the Fluorglas Microwave Business:

See list attached as Appendix II

Seller shall have the right to use the HP 8729B Network Analyzer with Fixtures (item number 31 on the attached list) at no charge for the duration of the Toll Agreement. Upon termination of the Toll Agreement, Seller shall have the right to remove at its expense any and all test cavities other than those which are required for testing Fluorglas Microwave products at X-Band. Seller shall be responsible for the cost of repairing any damage to such equipment incurred in connection with such use (ordinary wear and tear excepted) and in connection with Seller's removal of any test cavities.

(iii) Exceptions to condition of Personal Property:

Old rewind slitter no longer usable for slitting and currently used only as a rewind logger.
Certain idle equipment has not been maintained in operating condition.
None of the equipment identified in this item (iii) is material to the operation of the Business as currently conducted.

(iv) Exceptions to condition of Facilities and Improvements:

1. The deck work in the McCaffrey Street coating tower room is in need of repairs. Seller, based upon information provided by the General Manager of the Business, in good faith estimates the cost of the repairs to be approximately \$60,000.
2. The wooden roof eaves at Liberty Street are showing considerable evidence of dry rot. Repairs have been planned and budgeted for the summer of 1996. Seller, based upon information provided by the General Manager of the Business, in good faith estimates the cost of these repairs to be approximately \$4,400.

Repairs of these items are Purchaser's responsibility. Seller will not be responsible for the accuracy of the cost estimates, unless Seller has not acted in good faith with respect to the amounts of such estimates. The cost estimates contained herein are not to be construed as representations or warranties of Seller or Parent.

11/8/95
Doc. #33629 v7

Appendix I to Schedule 4.5(a)
Capital Register

See Attached.

10/26/95
Doc. #33629 v5

OCT 26 '95 10:24 FLUORGLAS.ACCTG

P.2/17

11/25/94

(09/26/95) LOC KEY JTE	(09/26/95) LOC KEY ITEM NO	** BK DESCRIPTION	** BK ACCT YEAR	** BK COST	(PAGE: BK ACCH DEPR	1) NET BOOK VALUE
902 FL172	902 FLO61	LAND-LIBERTY ST.	72	3,000.00	.00	3,000.00
902 FL173	902 FLO61	LAND IMP-LIBERTY ST. PARKING	72	3,000.00	.00	3,000.00
902 FLO53	902 FLO69	LAND IMP-LIBERTY ST. PARKING	73	2,152.50	2,152.50	.00
902 A073042	902 FLO66	LAND IMP-LIBERTY ST. PARKING	82	26,322.51	26,322.51	.00
902 A073545	902 FLO50	LAND IMP-LIBERTY ST. FENCING	91	1,142.76	579.54	563.22
902 A148180	902 FLO50	LAND IMP-LIBERTY ST. FENCING	91	29,617.77	29,054.55	563.22
902 FLO21	902 FL115	BUILDING IMP-LIBERTY ST.	67	1,037.60	1,037.60	.00
902 FLO21	902 FL118	BUILDING IMP-LIBERTY ST.	70	5,244.23	5,244.23	.00
902 FLO23	902 FLO95	BUILDING-LIBERTY ST.	72	24,889.24	24,889.24	.00
902 FLO29	902 FLO96	BUILDING-LIBERTY ST.	72	57,298.34	53,287.43	4,010.91
902 FL210	902 FLO97	BUILDING-LIBERTY ST.	73	20,680.58	18,405.69	2,274.89
902 FL211	902 FL120	BUILDING-LIBERTY ST.	73	171,731.40	171,731.40	.00
902 FL212	902 FLO99	BUILDING IMP-LIBERTY ST.	73	12,591.41	12,591.41	.00
902 FL216	902 FL100	BUILDING-LIBERTY ST.	74	5,980.00	5,083.00	897.00
902 FL217	902 FL101	BUILDING-LIBERTY ST.	74	36,503.90	36,503.90	.00
902 FL220	902 FL122	BUILDING IMP-LIBERTY ST.	75	117.44	117.44	.00
902 FL224	902 FL102	BUILDING-LIBERTY ST.	75	10,565.25	10,565.25	.00
902 FL226	902 FL103	BUILDING-LIBERTY ST.	76	2,603.98	2,603.98	.00
902 FL227	902 FL104	BUILDING-LIBERTY ST.	76	34,944.80	26,907.48	8,037.32
902 FL230	902 FL106	BUILDING-LIBERTY ST.	77	4,612.12	4,612.12	.00
902 FL233	902 FL126	BUILDING IMP-LIBERTY ST.	77	1,037.50	757.37	280.13
902 FL234	902 FL108	BUILDING-LIBERTY ST.	77	6,163.19	6,163.19	.00
902 FL235	902 FL131	BUILDING IMP-LIBERTY ST.	79	46,681.14	46,681.14	.00
902 FL251	902 FL109	BUILDING-LIBERTY ST.	79	46,686.14	42,147.18	4,538.96
902 FL261	902 FL134	BUILDING IMP-LIBERTY ST.	79	9,225.62	9,225.62	.00
902 FL278	902 FL110	BUILDING-LIBERTY ST.	80	7,283.18	7,283.18	.00
902 FL280	902 FL111	BUILDING-LIBERTY ST.	80	12,933.31	12,933.31	.00
902 FL290	902 FL139	BUILDING IMP-LIBERTY ST.	81	24,590.78	24,590.78	.00
902 FL291	902 FL142	BUILDING-LIBERTY ST.	82	34,228.82	34,228.82	.00
902 FL296	902 FL144	BUILDING IMP-LIBERTY ST.	84	4,700.00	4,700.00	.00
902 FL297	902 FL146	BUILDING-LIBERTY ST.	84	8,495.80	8,495.80	.00
902 FL298	902 FL147	BUILDING IMP-LIBERTY ST.	87	4,575.77	4,575.77	.00
902 FL299	902 FL113	BUILDING-LIBERTY ST.	88	2,051.40	2,051.40	.00
902 FL301	902 FL151	PLT. CONDL. FROM (STACK, CUPOLA, SPRINKLERS, ETC)	88	9,280.00	9,280.00	.00
902 FL302	902 FL152	SHIPPING DOCK-LIB. ST.	89	50,000.00	31,250.00	18,750.00
902 FL304	902 FL153	LOADING DOCK-LIB. ST.	89	96,960.70	96,960.70	.00
902 FL305	902 FL154	OVERHEAD DOOR-LIB. ST.	89	30,530.29	30,530.29	.00
902 FL313	902 FL158	FLOOR REBAR-LIB. ST.	89	6,402.54	6,402.54	.00
902 FL316	902 FL159	OVERHEAD DOOR-LIB. ST.	89	1,771.00	1,771.00	.00
902 FL320	902 FL160	BUILDING FACADE-LIB. ST.	89	1,850.00	1,850.00	.00
902 FL324	902 FL162	FLOOR REBAR-P.S.A.T.-LIB. ST.	90	1,724.70	1,724.70	.00
902 FL327	902 FL163	APICAL "CLEAN" RM-LIB. ST.	90	23,700.00	23,700.00	.00
902 FL328	902 FL165	BOILER REBAR-LIB. ST.	90	7,400.00	7,400.00	.00
902 FL329	902 FL166	FIRE SPRINKLERS-LIB. ST. WAREHOUSE	91	148,774.78	126,658.56	22,316.22
902 FL334	902 FL167	FENCING-EAS TANK-1/5(T-12)	91	12,707.65	10,801.51	1,906.14
	902 FL169	SPRINKLER-OFFICE AREA-LIB. ST. (91-17)	91	2,487.00	2,113.95	373.05
	902 FL170	ROOF REPAIRMENT-1/5(T-12)	91	2,875.00	2,443.75	431.25
			92	8,720.72	5,668.47	3,052.25
			92	3,553.17	2,504.56	1,048.61
			92	16,500.00	10,725.00	5,775.00

OCT 26 '95 10:25 FLUORGLAS_ACCTG

P.3/17

(6/26/95) LINE KEY ITEM NO	** BK DESCRIPTION	ONLINE PRINT:	BK ACC	YEAR	** BK COST	BK ACQ DEPR	(PAGE: DEPR	5) NET BOOK VALUE
002 A148177	PLJ UPGRADE-12" EXT TO CALENDER(94-25)		33	95	55,617.66	1,218.58		52,399.08
002 A148181	CATALYST PROCESS, ODOOR ELIMINATION, ET (94-59)		33	95	8,229.80	187.04		8,042.76
002 A148192	PORT VACUUM CLEANER, /ACCESS		33	95	4,625.82	105.13		4,520.69
002 A148193	LOW-DENSITY DIGITAL COMPARATOR		33	95	6,315.00	143.52		6,171.48
002 A148194	DIGITAL ANALYTICAL BALANCE - Q/C		33	95	1,873.53	42.58		1,830.95
002 A148201	PREC SAMPLE CUTTER 1 OF 2		33	95	1,895.00	43.07		1,851.93
002 A148202	PREC SAMPLE CUTTER 2 OF 2		33	95	1,896.00	43.09		1,852.91
002					4,193,607.24	2,103,091.69		2,090,515.55
002 FL350	COPPER-XEROX-L/S SHIPPING(90-21)		33	90	2,198.86	2,198.86		.00
002 FL351	FAX MAIL-L/S SHIP-AT&S520D(90-21)		33	90	1,457.93	1,457.93		.00
002 FL415	PRINTER SER#6508		33	91	1,217.43	1,217.43		.00
002 FL425	FAX MAIL-AT&T-L/S S-1P(92-35)		33	92	1,564.00	1,564.00		.00
002 FL510	TERMINAL CONTROLLER-H30#5174-11R-MCC ST		33	93	7,522.63	5,641.97		1,880.66
002 FL517	P.C.-EXT T.-4800X2/56 W/ ACC(93-36)		33	93	2,824.04	2,118.03		736.01
002 A040377	PRINTING PRINTER X02#5040L W/INTERFACE(93-62)EXT 1.		33	93	4,043.32	3,032.58		1,010.82
002 A040378	BARCODE PRINTER PSAT		33	94	5,171.00	1,072.29		4,098.71
002 A073049	TENSILE LOAD/LOGIC ANALYSIS SOFTWARE (94-24)		33	94	4,995.00	1,040.63		3,954.37
002 A073542	PSAT PC ENVIRONMENT REPORTING		33	94	11,641.43	1,616.87		10,024.56
002 A073547	PC L18 ST NRP		33	95	3,699.00	154.13		3,544.87
002 A078548	PC L18 ST EXTRUDED TAPE		33	95	3,822.12	159.26		3,662.86
002 A148196	PC-DATABASE MGMT Q/C-J18 ST		33	95	6,483.24	270.14		6,213.10
002 A148200	PC - SERVICES DEPT W/PRINTER		33	95	4,763.34	198.47		4,564.87
002					3,418.20	162.43		3,255.77
002					64,821.54	21,889.94		42,931.60
002					5,514,090.37	3,134,586.22		2,379,504.15
002					5,514,090.37	3,134,586.22		2,379,504.15

HONDON-0002173

OCT 26 '95 10:36 FLUORGLAS.ACCTG

P.1/9

LOC	KEY	ITEM NO	*** BK DESCRIPTION	*** ACCT	*** BK COST	DK	ACQ	EPR	HEI BOOK VALUE
902	FL470		POLLUTION ABATEM NT-EXT TAPE(92-37)	3331	503,056.92	14	13	76	36,572.16
902	FL472		SCALE-METTLER S# 000-EXPL-PROOF PSAT MIX(93-02)	3331	3,165.82	20	39		1,275.43
902	FL474		LFL GAS DETECTOR PSAT TOWER #4(93-09)	3331	9,670.00	17	69		958.31
902	FL476		DENSIMETER-HJ 100#120T-EXT T.(93-12A)	3331	3,515.34	22	69		1,518.65
902	FL477		MANUAL RUCR PRE-S (12)IES(93-12)	3331	4,703.00	22	72		1,318.28
902	FL478		12" CALENDAR ROL TMP CONTROL(93-13)	3331	7,592.79	13	67		1,457.32
902	FL479		NIKEMATIC THERMO-SS GAUGE-EXT T.(93-16)	3331	11,821.64	12	84		1,446.80
902	FL482		ROLL CARTS-EXT 1 (93-28)	3331	1,149.00	12	16		825.84
902	FL483		CORONA ETHER-IF LI(C-COMPSAT OVER(93-29)	3331	21,040.11	19	53		1,122.58
902	FL484		PAGER-VIBRATING TR ALARM(93-31)	3331	1,990.15	19	72		1,478.42
902	FL487		SLITTER SPACERS-EXT-(93-34)	3331	1,458.69	19	24		1,018.43
902	FL488		HVAC-50 TMR-EXT-(93-35)	3331	134,682.67	37	50		9,845.17
902	FL490		REWIND INSPECT ROLL PSAT(93-42)	3331	12,396.72	12	56		918.14
902	FL493		ROSS MIXER-RETI & LAT-EXT T.(93-47)	3331	2,625.00	22	03		742.97
902	FL494		FARREL CALENDAR COME LOAD CELL SYS(93-50)	3331	6,650.09	37	34		779.75
902	FL495		FLECK SKIVER SP-ADT ROLLS(93-53)	3331	4,098.51	22	69		935.66
902	FL496		SCALE-TOLDO BE K, E-1000#-EXT T.(93-55)	3331	4,797.95	34	44		1,448.53
902	FL497		AUTO LATHE SLITTER-REVINHI-MOO ES9/10-PSAT(93-56)	3331	41,391.13	1	26		2,749.87
902	FL498		LASER MICROTECH-NI-MOTOYO(93-58)EXT T.	3331	5,613.94	37	91		1,015.02
902	FL499		FARRELL CALENDAR PA-OFF(93-60)	3331	3,452.84	37	1		1,431.73
902	FL505		PILOT SOLVENT CMTG-91-32)	3331	50,635.50	2	98		2,849.52
902	A040370		FLAT DIE LINE PREFORM PRESS EXT TAPE	3331	25,553.16	2	7		2,649.39
902	A040373		ALUMINUM ALGTYPE A R SHAFT	3331	2,872.80	22	48		545.35
902	A040375		UPDATE POLYMER LINE PSAT	3331	19,542.08	22	69		1,311.39
902	A040379		ROLL STORAGE RACKS EXT TAPE	3331	4,438.43	15	3		934.06
902	A040380		80" LINE SCRIE 1 HOTIT PSAT	3331	2,516.70	15	9		282.71
902	A040381		FARRELL CALENDAR ROLLS PSAT	3331	24,837.37	15	2		2,044.94
902	A040382		MONORAIL TACKLEOVER EXT TAPE	3331	3,372.81	18	2		1,934.54
902	A040385		ETCH BOILER UPGRDE PSAT	3331	12,870.00	1	5		1,437.50
902	A040387		CHART RECORDER 10" EXTRUDER	3331	4,524.24	1	1		5,015.12
902	A073035		FLAT DIE EXT TAPE (93-6)	3331	35,831.00	17	4		37,115.53
902	A073037		QC LAB HUMIDIFYER (93-43)	3331	5,368.32	1	6		931.63
902	A073038		16" FLAT DIE FI EXTRUDER (93-54)	3331	76,780.00	1	6		79,954.33
902	A073039		FLAT DIE DIE FI FRAME (93-66)	3331	33,561.00	1	5		34,015.50
902	A073040		20" RUF SLITTER(93-73)	3331	18,520.61	1	0		1,117.53
902	A073044		MIX ROOM SIFTER(94-5)	3331	4,097.00	1	3		784.62
902	A073045		HEATED MIX TANK-TO-BING (94-9)	3331	15,138.44	1	8		15,971.59
902	A073046		PSAT CORE EX-NT (94-10)	3331	39,183.00	2	4		35,214.59
902	A073050		SPARE HOT CALANAR ROLLS (94-26)	3331	24,819.17	1	2		22,538.93
902	A073052		LOW DENSITY THICKNESS GAUGE (94-34)	3331	5,835.00	1	0		7,361.95
902	A073062		Q.C. SAMPLE CUTTERS (94-48)	3331	3,788.95	2	0		5,507.91
902	A073066		PROCESS CHANGE TO REDUCE OOR (94-54)	3331	2,542.21	1	5		2,349.62
902	A078550		CAN LINE STAKE WRTS	3331	5,115.47	1	2		5,991.21
902	A148170		12" E.T. CALENDAR UPGRADE (93-68)	3331	10,974.52	2	4		12,721.10
902	A148171		16" E.T. CALENDAR UPGRADE (93-68)	3331	4,663.66	1	9		5,571.67
902	A148172		16" EXT-LIFEIDT COMVERSION UPGRADE	3331	99,765.19	2	3		17,697.80
902	A148173		12" EXT TP LINEID COMVERSION UPGRADE(93-76)	3331	38,198.66	1	3		17,330.51
902	A148174		EXTRUDER MIDPAU IC MONITROLS(93-76)	3331	38,016.12	1	0		17,521.12
902	A148175		16" CALENDAR-RETINE UPGRADE(93-76)	3331	8,858.94	2	1		3,657.60
902	A148176		CONTROL ROOM-EXT TAPE LINES(93-76)	3331	57,966.14	1	4		55,440.73

OCT 26 '95 10:43:11 HENDERSON, RICHARD

1-4, 1114

MACCARTHY S=

** * MILLERWU ONLINE PRINT:				PAGE: 1		PAGE: 1	
BK DESCRIPTION				BK ACCT		BK ACCT	
ACQ				YEAR		YEAR	
901 FL521	-RUCK & AUTO ADDS-1978-TRI-POINT	78	3356	15,144.00	15,144.00	15,144.00	15,144.00
901 FL522	-RUCK & AUTO ADDS-1979-ONG	79	3356	9,334.74	9,334.74	9,334.74	9,334.74
901 FL523	-RUCK & AUTO ADDS-1981	81	3356	4,234.70	4,234.70	4,234.70	4,234.70
901 FL524	-RUCK & AUTO ADDS-1981-ONG	81	3356	7,424.00	7,424.00	7,424.00	7,424.00
901 FL527	LB-FORD TAURUS(1FAP52U2JG199469)(88-28)SCHROEDER	88	3356	12,824.49	12,824.49	12,824.49	12,824.49
901 FL529	USED INTERM/T L TRUCK(1H1L8HGH95320)(90-27)	90	3356	9,095.00	9,095.00	9,095.00	9,095.00
901 FL530	51-FMD TRUS STAWAG(1FACP55U1NA139369)(90-41)RBROWN	91	3356	13,196.24	13,196.24	13,196.24	13,196.24
901 FL533	52-POINT GRND AK(1G2NE54N4WC20374)(92-12)DOOK	92	3356	13,272.36	13,272.36	13,272.36	13,272.36
901 FL537	53-BONNEVILLE(1G2H53L9P1249298)(93-30)MERKEL	93	3356	17,646.99	17,646.99	17,646.99	17,646.99
901 FL538	53-TAURUS(1FACP2U9PA167891)(93-39)WBRON	93	3356	14,651.73	14,651.73	14,651.73	14,651.73
901 FL539	53-EXPLODER(1F8UJ34X3P0009040)(93-40)WBRON	93	3356	14,017.00	14,017.00	14,017.00	14,017.00
901 A07303	54-TAURUS(1FALP52V3RA174471)HANCHESTER(94-63)	94	3356	16,437.60	16,437.60	16,437.60	16,437.60
901 A07304	54-MERCURY(4M2DV11WXRJ29441)HOME(94-64)	94	3356	18,744.66	18,744.66	18,744.66	18,744.66
901 A07305	54-TAURUS(1FALP57U6RA190110)RICHARD(94-65)	94	3356	17,185.60	17,185.60	17,185.60	17,185.60
901 A07307	54-TAURUS(1FAP157U6RG195917)MCDONALD(94-66)	94	3356	18,358.15	18,358.15	18,358.15	18,358.15
901 A07307	54-PINTIAC SPORT(1GND406LR1215879)K.BROWN(94-67)	94	3356	18,169.25	18,169.25	18,169.25	18,169.25
2				265,080.27	265,080.27	265,080.27	265,080.27
901 FLO54	TOOLS & DIES ADDS-1973	73	3361	1,518.48	1,518.48	1,518.48	1,518.48
901 FLO55	TOOLS & DIES ADDS-1975	75	3361	3,213.00	3,213.00	3,213.00	3,213.00
901 FLO56	TOOLS & DIES ADDS-1976	76	3361	2,520.89	2,520.89	2,520.89	2,520.89
901 FLO57	TOOLS & DIES ADDS-1977	77	3361	6,940.99	6,940.99	6,940.99	6,940.99
901 FLO58	TOOLS & DIES ADDS-1982	82	3361	15,895.41	15,895.41	15,895.41	15,895.41
901 FLO59	TOOLS & DIES ADDS-1984	84	3361	27,253.88	27,253.88	27,253.88	27,253.88
2				57,342.65	57,342.65	57,342.65	57,342.65
901 ATX00051	RECONCILING FANS ASSET CLASS/YR 01/61	61	7111	.00	.00	.00	.00
901 ATX00053	RECONCILING FANS ASSET CLASS/YR 05/73	73	7111	.00	.00	.00	.00
901 ATX00057	RECONCILING FANS ASSET CLASS/YR 04/75	75	7111	.00	.00	.00	.00
901 ATX00058	RECONCILING FANS ASSET CLASS/YR 05/81	81	7111	.00	.00	.00	.00
901 ATX00059	RECONCILING FANS ASSET CLASS/YR 05/85	85	7111	.00	.00	.00	.00
901 ATX00056	RECONCILING FANS ASSET CLASS/YR 05/86	86	7111	.00	.00	.00	.00
901 ATX00057	RECONCILING FANS ASSET CLASS/YR 05/87	87	7111	.00	.00	.00	.00
901 ATX00058	RECONCILING FANS ASSET CLASS/YR 05/88	88	7111	.00	.00	.00	.00
901 ATX00058	RECONCILING FANS ASSET CLASS/YR 01/88	88	7111	.00	.00	.00	.00
901 ATX00059	RECONCILING FANS ASSET CLASS/YR 05/89	89	7111	.00	.00	.00	.00
901 ATX00059	RECONCILING FANS ASSET CLASS/YR 05/90	90	7111	.00	.00	.00	.00
901 ATX00059	RECONCILING FANS ASSET CLASS/YR 05/91	91	7111	.00	.00	.00	.00
901 ATX00059	RECONCILING FANS ASSET CLASS/YR 05/92	92	7111	.00	.00	.00	.00
901 ATX00059	RECONCILING FANS ASSET CLASS/YR 05/93	93	7111	.00	.00	.00	.00
2				11,450,220.77	11,450,220.77	11,450,220.77	11,450,220.77
1				9,844,355.34	9,844,355.34	9,844,355.34	9,844,355.34
*				1,605,265.41	1,605,265.41	1,605,265.41	1,605,265.41

OCT 26 '95 10:38 FLUORGLAS_ACCTG

P.2/10

(09/26/95)	LOC	KEY	ITEM	NO	** * BK DESCRIPTION	ONLINE PRINT:	BK ACQ	ACCT YEAR	** * BK COST	(PAGE: BK ACCT DEPR	(NET BOOK VALUE
	901	FL064			LAND-MCCAFFREY ST.		68	3311	1,101.00	.00	1,101.00
	901	FL065			LAND-MCCAFFREY ST.		79	3311	17,160.00	.00	17,160.00
	2	901	FL066		LAND-MCCAFFREY ST.		80	3311	514.06	.00	514.06
	901	FL063			LAND IMP-MCC. ST. PARKING		69	3316	18,775.06	.00	18,775.06
	901	FL064			LAND IMP-MCC. ST. PARKING		77	3316	3,213.31	3,213.31	.00
	901	FL045			LAND IMP-MCC. ST. PARKING		78	3316	5,892.00	5,892.00	.00
	901	FL048			LAND IMP-MCC. ST. PARKING		80	3316	13,216.30	13,216.30	.00
	901	FL047			LAND IMP-MCC. ST. PARKING		84	3316	3,500.00	3,500.00	.00
	2	901					84	3316	8,690.00	8,690.00	.00
	901	FL051			LEASE IMP-ADVERTISING DEPT.		75	3321	34,511.61	34,511.61	.00
	901	FL052			LEASE IMP-ADVERTISING DEPT.		76	3321	374.50	374.50	.00
	2	901	FL053		LEASE IMP-ADVERTISING DEPT.		77	3321	2,589.71	2,589.71	.00
	901	FL114			BUILDING IMP-MCC. ST.		67	3326	2,622.82	2,622.82	.00
	901	FL093			BUILDINGS-MCC. ST.		68	3326	5,587.03	5,587.03	.00
	901	FL116			BUILDING IMP-MCC. ST.		68	3326	39,191.58	39,191.58	.00
	901	FL117			BUILDING IMP-MCC. ST.		69	3326	484,692.50	484,692.50	.00
	901	FL094			BUILDINGS-MCC. ST.		70	3326	17,716.66	17,716.66	.00
	901	FL119			BUILDING IMP-MCC. ST.		72	3326	43,830.05	43,830.05	.00
	901	FL121			BUILDING IMP-MCC. ST.		72	3326	5,000.00	5,000.00	.00
	901	FL125			BUILDING IMP-MCC. ST.		74	3326	12,444.62	12,444.62	.00
	901	FL129			BUILDING IMP-MCC. ST.		74	3326	12,735.85	12,735.85	.00
	901	FL107			BUILDINGS-MCC. ST.		77	3326	742.00	742.00	.00
	901	FL130			BUILDING IMP-MCC. ST.		78	3326	45,067.79	45,067.79	.00
	901	FL133			BUILDING IMP-MCC. ST.		79	3326	434,114.04	434,114.04	.00
	901	FL135			BUILDING IMP-MCC. ST.		80	3326	26,924.15	26,924.15	.00
	901	FL136			BUILDING IMP-MCC. ST.		81	3326	1,957.66	1,957.66	.00
	901	FL137			BUILDING IMP-MCC. ST.		82	3326	67,830.79	67,830.79	.00
	901	FL138			BUILDING IMP-MCC. ST.		83	3326	39,548.08	39,548.08	.00
	901	FL140			BUILDING IMP-MCC. ST.		84	3326	28,924.71	28,924.71	.00
	901	FL141			BUILDING IMP-MCC. ST.		85	3326	38,015.27	38,015.27	.00
	901	FL143			BUILDING IMP-MCC. ST.		86	3326	31,577.52	31,577.52	.00
	901	FL145			TELEPHONE WIRING INSTALL.-MCC. ST.		87	3326	1,350.00	1,350.00	.00
	901	FL155			"ALLIED SIGNAL" SIGN-FRONT ENTRANCE-MCC. ST.		88	3326	5,586.28	5,586.28	.00
	901	FL156			REMODEL CUSTOMER SERVICE AREA		89	3326	2,340.00	2,340.00	.00
	901	FL157			WAREHOUSE FLOOR REHAB-MCC. ST.		89	3326	11,113.40	11,113.40	.00
	901	FL161			AUTO DOOR CLOSURE-TOWER RM.		90	3326	3,500.00	3,500.00	.00
	901	FL164			APICAL TOWER RM.-MCC. ST.		91	3326	3,328.00	3,328.00	.00
	901	FL168			DICK LEVELER-MCC. ST.		91	3326	163,000.00	163,000.00	.00
	901	FL171			SPRINKLERS-OFFICE AREA-MCC. ST.(91-17)		92	3326	3,000.00	3,000.00	.00
	901	FL176			WAREHOUSE LIGHTING-MCC. ST.-(91-38)		92	3326	3,850.00	3,850.00	.00
	901	FL177			AIR CONDITION FABRIC BREAK RM.(92-24)		92	3326	3,438.78	3,438.78	.00
	901	FL178			HEAT PUMP COMPRESSOR-MCC. ST.(92-25)		92	3326	2,600.00	2,600.00	.00
	901	FL502			DOCK LEVELER-MCC. ST.(92-41)		92	3326	3,575.00	3,575.00	.00
	901	A040388			SALES OFFICE REBUILD(93-07)		93	3326	15,394.14	15,394.14	.00
	901	A073048			TOWER ROOM SKYLIGHT CUPPOLA		94	3326	4,160.00	4,160.00	.00
	901	A078546			ROOF REPLACEMENT (94-23)		94	3326	15,181.69	15,181.69	.00
	901	A148187			MCCAFFREY ST PLANT SIDING		95	3326	14,582.72	14,582.72	.00
	2	901			TUR ROOM, WATER FILTRATION SYSTEM		95	3326	3,252.38	3,252.38	.00
									1,594,059.73	1,517,974.57	76,085.16

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LOC	KEY	ITEM NO	DESCRIPTION	PRINT	BK	ACCT	YEAR	BT	CCST	BK	ACCT	DEP	3)	NET BOOK
														VALUE
001	FL208		BILLET WRAPPER(7" X 40" X 1/2")		87	3331		2,000.00		2,000.00			.00	
001	FL213		#10 EXTENDER REB L(87-5)		87	3331		35,330.00		35,330.00			.00	
001	FL215		AIR COMPRESSOR-S L(87-7)		87	3331		3,350.00		3,350.00			.00	
001	FL218		EXHAUST HOOD LAM CL (ELT DEPT(87-12)		87	3331		2,392.00		2,392.00			.00	
001	FL219		FORK LIFT-HOLD/EXT-WEBER&CLARK(87-13)		87	3331		12,877.00		12,877.00			.00	
001	FL221		CHAM LIFT/HOIST REB DEPT(87-19)		87	3331		1,073.00		1,073.00			.00	
001	FL222		#10 EXTENDER HEA 2" X 1" CONTROLS(87-24)		87	3331		9,346.00		9,346.00			.00	
001	FL223		#1 FABRIC TOWER L E SYSTEM(87-26)		87	3331		2,496.00		2,496.00			.00	
001	FL225		MIX ROOM EXHAUST S 2" X 1" FABRIC(87-41)		87	3331		2,365.00		2,365.00			.00	
001	FL228		STORAGE RACKS HOLD 10" X 1" EXTRUSION(87-30)		88	3331		6,269.00		6,269.00			.00	
001	FL229		NAT'L HANDLING CLT 1" X 1" D/EXT(87-38)		88	3331		4,228.00		4,228.00			.00	
001	FL232		#10 EXTENDER HOOD(87-15)		88	3331		1,119.00		1,119.00			.00	
001	FL236		#10 EXTENDER BILLET OFF SAW(87-18)		88	3331		4,000.00		4,000.00			.00	
001	FL237		AIR WALK-UP RUBR C 2" X 1" #2, #3, #6(87-20)		88	3331		39,200.00		39,200.00			.00	
001	FL238		PAYOFF MOLI BRAC 2" X 1" ROLS-FABRIC TOWERS(87-21)		88	3331		1,506.00		1,506.00			.00	
001	FL239		S.C.R.FABRIC TOWER REB REBUILD #3, #6(87-23)		88	3331		6,154.00		6,154.00			.00	
001	FL240		ELECTRIC CLUTCHES-FABRIC TOWER #1(87-28)		88	3331		3,221.00		3,221.00			.00	
001	FL242		ROD EXTENDER #18/19/20/21/22/23/24		88	3331		23,443.00		23,443.00			.00	
001	FL243		PLAYERS ADAPTERS-EPINATES XEROX BELT-MAKER(88-03)		88	3331		9,221.00		9,221.00			.00	
001	FL244		FABRIC TOWER #6 2" X 1" BEAT ZONES(88-10)		88	3331		2,878.00		2,878.00			.00	
001	FL245		FOLTING ENHANCER TOWER(88-13)		88	3331		5,035.00		5,035.00			.00	
001	FL246		FABRIC TOWER #1 2" X 1" SPEED CONTROLS(88-15)		88	3331		4,271.00		4,271.00			.00	
001	FL247		FABRIC TOWER #1 2" X 1" STATIONS(88-16)		88	3331		843.00		843.00			.00	
001	FL248		FABRIC TOWER STATION STATIONS(88-17)		88	3331		613.00		613.00			.00	
001	FL249		TOLLDO 1" X 1" (500) MOLD/EXT (88-19)		88	3331		4,425.00		4,425.00			.00	
001	FL250		TENSILE TESTER(BEPI 1" X 1" (INSTRON) (88-22)		88	3331		18,017.00		18,017.00			.00	
001	FL252		1.5" DII ASPHERIC(88-35)		88	3331		10,435.00		10,435.00			.00	
001	FL253		FABRIC FIXING EQUIP(88-35)		88	3331		22,395.00		22,395.00			.00	
001	FL254		HEATER JAMES LARGE EXTRUDER(88-36)		88	3331		6,212.00		6,212.00			.00	
001	FL255		FABRIC TOWER REF JOURNAL, DIPPANS ETC(88-49)		88	3331		22,437.00		22,437.00			.00	
001	FL257		LAMB TRACTOR		88	3331		4,012.00		4,012.00			.00	
001	FL258		GLOSSNE ENHANCER 2" X 1" FABRIC(88-51)		88	3331		4,000.00		4,000.00			.00	
001	FL259		NIM-COR ROLLS-FABRIC INSPECTION TABLES(88-53)		88	3331		3,400.00		3,400.00			.00	
001	FL260		OVERHEAT HOIST-ROD METR-(88-66)		88	3331		4,836.00		4,836.00			.00	
001	FL282		#15 ROD EXTERDEF FID SYSTEM(87-32)		89	3331		935.00		935.00			.00	
001	FL283		FABRIC COATING DIE #8(88-01)		89	3331		798,350.00		798,350.00			.00	
001	FL284		ROD EXTENDER EXTEND MEAT ZONES(88-09)		89	3331		5,252.00		5,252.00			.00	
001	FL285		ROD EXT-RE MOOS-2" (88-12)		89	3331		1,014.00		1,014.00			.00	
001	FL286		FABRIC TOWER SCHEM SUPPLEMENTAL(88-21)		89	3331		28,107.00		28,107.00			.00	
001	FL287		FABRIC TOWER FORCED AIR(88-34)		89	3331		184.00		184.00			.00	
001	FL288		UPGRADE BILLET LIFT F SAW(88-43)		89	3331		1,914.00		1,914.00			.00	
001	FL289		FORC LIFT-HOLD/EXT-YETER MOO. #355XL(88-46)		89	3331		19,010.00		19,010.00			.00	
001	FL292		EXTRUDE- DIE TUE A SEMBLY-3/8"(88-63)		89	3331		4,565.00		4,565.00			.00	
001	FL293		EXTRUDE- DIE TUE A SEMBLY-.305(88-64)		89	3331		12,460.00		12,460.00			.00	
001	FL294		EXTRUDE- DIE TUE A SEMBLY-.335(88-64)		89	3331		12,550.00		12,550.00			.00	
001	FL295		DIE TUBE-LARGE FID-E PRESS(88-65)		89	3331		21,960.00		21,960.00			.00	
001	FL300		LARGE EXTRUDER FID E-70		89	3331		21,460.00		21,460.00			.00	
001	FL303		FABRIC TOWER MOOS(88-09)		89	3331		7,180.00		7,180.00			.00	
001	FL307		#6 FABRIC TOWER BELLET UPGRADE(89-13)		89	3331		16,841.00		16,841.00			.00	
001	FL308		BELT PRESS-48" X 1" FILLING(89-15)		89	3331		37,200.00		37,200.00			.00	

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OCT 26 '95 10:43 FLUORGLAS ACCU

P.1/10

(09/25/95) LOC KEY ITEM NO	** BK DESCRIPTION	BK JCT ACQ YEAR	** BK COST	BK ACCH DEPR	(PAGE: V. INE	5) NE BOOK
901 F.446	#9 FABRIC TOWER MOOS-WEB FLUTTER(92-2)	92	5,936.97	3,019.79		847.18
901 F.448	PNEUMATIC ACTION GRIPS-MCC ST QK(92-05)	92	2,183.02	1,116.11		1,066.91
901 F.454	HYDRAULIC PRESS CONTROLS-LG MOLD PRESS(92-18)	92	12,197.38	6,317.92		5,879.46
901 F.465	#6 TOWER DC DRIVES(92-26)	92	2,026.86	1,054.85		972.01
901 F.460	MAIL. KACH. SHART ME-ER SER#8-20934(92-31)MCC SHIP	92	4,720.36	2,456.63		2,263.73
901 F.463	COMPACTOR-31 CU. YD. SELF CONTAINED(92-36)-BFI	92	11,019.38	5,734.84		5,284.54
901 F.464	#9 TOWER COATING HEAD-APICAL	92	103,820.00	54,031.35		4,788.65
901 F.467	HORIZONTAL EXTR UPGRADE(91-31)	92	10,152.78	2,835.47		2,973.31
901 F.469	WIRE WOUND METERING BARS #9 FABRIC TOWER(92-15)	93	1,694.74	426.34		218.10
901 F.471	SPARE 60" CALENDAR ROLLS-FABRIC(93-01)	93	35,100.00	9,871.83		2,228.12
901 F.473	BAGGING MACH-PSAT PACKING(93-08)	93	20,089.56	5,680.19		1,439.37
901 F.475	BLOCHER SPEED CONTROLS-FABRIC TOWER#8(93-10)	93	6,084.00	1,711.13		372.87
901 F.480	2-PEN TEMP RECDR-XEROX BELT LAMINATOR(93-23)	93	1,756.73	694.08		262.85
901 F.486	LAW-CAL EXHAUST SYSTEM(93-33)	93	7,010.20	1,971.62		1,038.58
901 F.489	#8 TOWER LITWEIGHT SHAFT-CARB GRAPH.(93-37)	93	11,915.39	3,351.20		564.19
901 F.491	#8 TOWER EXHAUST SPEED CONTROLS(93-45)	93	4,450.00	1,251.57		198.43
901 F.492	MANDREL-CHROME -LG. BILLET MOLD(93-44)	93	2,199.00	686.47		580.53
901 F.500	BELT PRESS MOOS-LARGER THROAT(93-61)	93	2,283.39	642.20		541.79
901 F.501	LIFT-PRESTO PLATFORM-120" FABRIC(93-67)	93	2,137.86	601.26		536.40
901 M40374	SHIPPING SCALE MCCAFFREY ST	94	2,583.13	293.34		289.59
901 M40383	PRESS CHART RECORDER HOLDING	94	2,325.96	264.31		261.85
901 M40386	LUDOX COATING UPGRADE FABRIC	94	1,609.26	182.87		426.39
901 M40389	TOWER EXHAUST IMP FABRIC	94	3,390.00	385.23		804.77
901 M40390	PRESTO LIFT HOLDING	94	1,525.00	173.30		351.70
901 M73034	EXTRUDER 4 SAFETY IMPROVEMENT(92-38)	94	7,661.82	1,827.34		1,081.38
901 M73043	BELT DEPT PROCESS IMPROVEMENT (93-77)	94	24,120.90	144.11		2,293.56
901 M73060	VISCOMETER FOR FABRIC MIX ROOM (94-46)	94	1,902.19	580.44		758.88
901 M73063	SURFACE FINISH TESTER (94-49)	94	1,775.73	134.53		541.20
901 M75072	TWR 3 HOT AIR CONVERSION FABRIC (93-41)	94	466,825.31	35,365.55		43,459.76
901 M75073	ARROW SLITTER MODIFICATIONS(93-04)	95	7,963.00	180.38		782.82
901 M75168	VACUUM TABLE,WEB CLEANER(93-049)	95	17,180.27	390.46		1,789.81
901 M75169	CYTEK LARGE PRESS CUSFAB	95	24,669.75	560.58		2,109.87
901 M75533	WAREHOUSE #2 PALLET JACK FABRIC	95	11,028.47	250.55		1,777.82
901 M75539	CHART RECORDERS FABRIC	95	8,410.12	191.84		2318.98
901 M75540	NIR-CORE AIR SHAFTS FABRIC	95	6,992.08	158.21		6,333.77
901 M75549	ELRENDORF TEARING TESTER	95	3,434.00	73.35		1,555.95
901 M75552	HOLDED BILLET PALLET/MOLDING	95	4,027.09	91.52		1,235.17
901 A 48178	BELT GRINDER/SKIVER, M/VAC(94-44)	95	3,198.18	72.59		1,125.19
901 A 48182	DIFF. SCAN. CALORIMETER, W/PRESS.(94-70)	95	16,301.52	370.19		1,351.63
901 A 48183	Q/C DIGITAL BALANCE SCALE(94-70)	95	2,280.25	53.32		228.13
901 A 48185	NIR-COR 3" AIRSHAFT, 1 OF 2	95	4,856.00	110.36		745.64
901 A 48186	NIR-COR 3" AIRSHAFT, 2 OF 2	95	4,855.00	110.34		744.66
901 A 48209	POLYBAND EXPANDER ROLL TOWER #2	95	2,731.00	62.37		568.93
2			8,473,318.47	7,312,095.37	1,16	222.90
901 = 072	FURN. & FIX. ADDS-1968	68	6,468.30	6,483.30		.00
901 = 073	FURN. & FIX. ADDS-1969	69	3,300.50	3,300.50		.00
901 = 074	FURN. & FIX. ADDS-1970	70	2,543.24	2,545.24		.00
901 = 075	FURN. & FIX. ADDS-1971	71	62.00	62.00		.00
901 = 076	FURN. & FIX. ADDS-1972	72	32,689.70	32,689.70		.00
901 = 077	FURN. & FIX. ADDS-1973	73	49,099.67	49,099.67		.00

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P.2/10

LOC	KEY	ITEM NO	* * * BK DESCRIPTION	* * * HILLENHUTUM ONLINE PRINT:	BK ACCT	YEAR	* * * BK COST	BK ACCT DEPR	(PAGE: 6) NET BOOK VALUE
901	FLO78		FURN. & FIX. AIDS-1974		3336	74	10,747.66	10,747.66	.00
901	FLO79		FURN. & FIX. AIDS-1975		3336	75	11,218.62	11,218.62	.00
901	FLO80		FURN. & FIX. AIDS-1976		3336	76	16,261.98	16,261.98	.00
901	FLO81		FURN. & FIX. AIDS-1977		3336	77	11,014.83	11,014.83	.00
901	FLO82		FURN. & FIX. AIDS-1978		3336	78	14,390.18	14,390.18	.00
901	FLO83		FURN. & FIX. AIDS-1979		3336	79	26,718.15	26,718.15	.00
901	FLO84		FURN. & FIX. AIDS-1980		3336	80	55,914.20	55,914.20	.00
901	FLO85		FURN. & FIX. AIDS-1981		3336	81	67,982.40	67,982.40	.00
901	FL198		FURN. & FIX. AIDS-1982		3336	82	17,535.30	17,535.30	.00
901	FL199		FURN. & FIX. AIDS-1983		3336	83	36,725.83	36,725.83	.00
901	FL200		FURN. & FIX. AIDS-1984		3336	84	10,476.06	10,476.06	.00
901	FL201		FURN. & FIX. AIDS-1985		3336	85	12,495.15	12,495.15	.00
901	FL202		MCC. ST. CONFERENCE RM - F & F(87-B)		3336	87	17,160.06	17,160.06	.00
901	FL268		PRINTER STAND W/CASSETS(88-18)		3336	88	955.57	692.80	3,003.03
901	FL269		PORTABLE TRADE SHOW BOOTH(89-35)		3336	89	5,039.26	3,148.91	262.77
901	FL270		19" COLOR TELEVISION(88-19)		3336	89	320.00	200.00	1,889.35
901	FL271		VIDEO CASSETTE RECORDER(88-19)		3336	89	427.88	267.43	120.00
901	FL272		EXECUTIVE CHAIR-ACCTG(88-19)		3336	89	360.00	225.00	135.00
901	FL273		CONFERENCE RM. FURN.(88-19)		3336	89	1,807.78	1,129.86	677.92
901	FL354		F & F-VARIOUS(88-19)		3336	90	7,012.11	3,681.35	3,330.76
901	FL411		FURNITURE-PERSONAL OFF. (TABLE, DESK & CHAIR)(91-02)		3336	91	2,881.48	1,224.63	1,656.85
901	FL428		MAHAGONY TABLE & CHAIRS(92-03)EOLUDC		3336	92	2,684.19	872.36	1,811.83
901	FL504		WORKSTATION FOR RECEPTION AREA(93-05)		3336	93	2,703.89	608.38	2,095.51
901	A073056		FURNITURE & FIXTURES 197-40)		3336	94	1,624.67	135.39	1,489.28
901	FLO28		COMPUTING EQUIP. AIDS-1980		3336	80	428,639.66	412,006.91	16,632.75
901	FLO29		COMPUTING EQUIP. AIDS-1981		3341	81	11,303.15	11,303.15	.00
901	FL204		P.C.-SALES(87-16)		3341	87	24,690.99	24,690.99	.00
901	FL205		P.C.-ENG.(87-20)		3341	87	2,383.96	2,383.96	.00
901	FLO30		P.C.-Q.C.		3341	88	10,786.60	10,786.60	.00
901	FLO31		P.C.-SALES		3341	88	5,687.03	5,687.03	.00
901	FLO32		P.C.-ACCTG		3341	88	4,940.95	4,940.95	.00
901	FLO33		P.C.-MFG		3341	88	2,848.50	2,848.50	.00
901	FLO34		XEROX IBM TERMINALS		3341	88	2,494.30	2,494.30	.00
901	FLO35		P.C.-SALES		3341	88	3,690.00	3,690.00	.00
901	FLO36		XEROX IBM TERMINAL		3341	88	140.56	140.56	.00
901	FLO37		PORTABLE P.C.-ENG.		3341	88	1,965.76	1,965.76	.00
901	FLO38		HIGH-SPEED PRINTER #1		3341	88	6,000.00	6,000.00	.00
901	FLO39		HIGH-SPEED PRINTER #2		3341	88	6,000.00	6,000.00	.00
901	FL274		A.T.B.T. TELEPHONE SYS'EL 75XE(88-29)		3341	89	78,472.51	78,472.51	.00
901	FL275		ENGINEERING COMPUTER W/JUTOCAD(88-41)		3341	89	7,958.69	7,958.69	.00
901	FL276		P.C.-FOR ADM.NEED POLYMER'E, VGA MONITOR +ACC(81-14)		3341	89	6,807.34	6,807.34	.00
901	FL277		P.C.-FOR ACCTG. IBM PS/2 600, 50 W/ACC(89-61)		3341	89	5,093.78	5,093.78	.00
901	FL344		FAX MACH-ECUST SERV ATLET:MCO 9035FX(90-38)		3341	90	3,236.79	3,236.79	.00
901	FL345		P.C.-SWITCHBOARD(90-49)		3341	90	2,745.62	2,745.62	.00
901	FL346		FAX MACH MOD-ATLET:510M(10-03)		3341	90	2,058.51	2,058.51	.00
901	FL347		P.C.-MCC ST OC -286/12.1MHz, 1M, 1.44F, 101KB(90-34)		3341	90	2,040.00	2,040.00	.00
901	FL348		P.C.-SALESNEC386 EX/1.1MHz MON W/ACC(90-14)		3341	90	4,671.00	4,671.00	.00
901	FL349		PROD DEV COMP-386/33MHz MON(90-17)		3341	90	8,678.49	8,678.49	.00
901	FL352		FAX MACH-ACCT-RT&T(3520 90-21)		3341	90	1,457.93	1,457.93	.00

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(09/26/95)	LOC	KEY	ITEM	NO	** * BK DESCRIPTION	PRINT:	BK ACCT ACQ	YEAR	** * BK COST	BK ACCT DEPR	(PAGE:	7, NET BIK VALJE
901	FL353				TERMINAL CONTROLLER-360PORT MOD#3174-01R(89-28)		90	3341	10,467.00	10,467.00		.00
901	FL412				X-P LASERJET PRINTER-SWITCHED(91-07)		91	3341	2,175.55	2,175.55		.00
901	FL413				PRINTER SER#64705		91	3341	1,217.43	1,217.43		.00
901	FL414				PRINTER SER#66507		91	3341	1,217.43	1,217.43		.00
901	FL416				LAPTOP-TANDY 2810 HD W/ACC(91-26)ZILLINUX		91	3341	2,355.35	2,355.35		.00
901	FL417				NOTEBOOK COMP-R-SANSUNG 80386SX W/ACC(91-44)HODNAH		91	3341	1,407.00	1,407.00		.00
901	FL418				NOTEBOOK COMP-R-SANSUNG 80386SX W/ACC(91-44)ELLIS		91	3341	1,407.00	1,407.00		.00
901	FL422				MESAS W/O SYS-KATMI(91-29)		92	3341	16,323.79	16,323.79		.00
901	FL423				AT&T AUDIX VOICE MAIL SYS(91-30)		92	3341	16,025.15	16,025.15		.00
901	FL424				FAX MACH-AT&T-ADMIN(92-01)		92	3341	1,578.44	1,578.44		.00
901	FL426				LAPTOP-BELL NL25/ 2MB RAM, BOMB HD(92-35)HERKEL		92	3341	2,267.13	2,267.13		.00
901	FL427				P.C.-PROC DEV-486 DX 50 W/ACC(92-40)		92	3341	2,547.80	2,547.80		.00
901	FL507				H-P LASERJET PRINTER(93-03)SALES SECRETARY		93	3341	1,767.65	1,767.65		.00
901	FL508				TERMINALS-BULK PURCHASE-25-(93-11)		93	3341	10,565.26	7,924.69		2,640.57
901	FL509				TERMINAL CONTROLLER-MOD#3174-11R-MCC S"		93	3341	7,522.83	5,64.97		1,877.86
901	FL511				FILESERVER-OC DATABASE(93-19)		93	3341	4,945.90	3,707.93		1,237.97
901	FL512				P.C.-ACCTG(93-25)		93	3341	2,687.43	2,017.07		660.36
901	FL513				PRINTRONICS PRINTER-MOD#6540L-BAR CODE(93-30)		93	3341	8,155.10	6,114.33		2,040.77
901	FL514				DUT MATRIX PRINTER-FUJITSU DL5800(93-27)		93	3341	1,395.73	1,047.30		358.43
901	FL516				NOTEBOOK-486 SLC 33MHZ W/ACC(93-46)HICTEY		93	3341	2,357.95	1,765.21		582.74
901	A040376				BAR CODING EQUIPMENT EXT TAPE		94	3341	3,407.19	718.25		2,688.94
901	A073053				ENV MAIL POSTOFFICE (94-37)		94	3341	2,752.38	385.28		2,367.10
901	A073054				ENTERPRISE WIDE NETWORK EXPANSION (94-28)		94	3341	30,555.02	4,184.34		25,370.68
901	A073055				AT & T SYSTEM 75 PHONE UPGRADE (94-39)		94	3341	17,007.53	2,336.16		14,671.37
901	A073059				ENV EXPANSION-2 (94-43)		94	3341	6,086.34	84.33		5,999.01
901	A073061				BAR CODING EQUIPMENT (94-47)		94	3341	4,244.95	584.58		3,660.37
901	A073064				VISION 2000 ROLL OUT (94-50)		94	3341	4,181.76	584.80		3,596.96
901	A073065				TWO SALES COMPUTERS SYSTEMS (94-51)		94	3341	7,331.82	1,017.73		6,314.09
901	A078536				ENTERPRISE WIDE NETWORK		95	3341	79,005.00	3,297.79		75,707.21
901	A078541				CONNECT REMOTE SITES ENV		95	3341	20,505.67	55.33		19,450.34
901	A078544				EXPAND LAN SERVER		95	3341	3,761.64	15.74		3,745.90
901	A078551				SALES PC		95	3341	2,764.60	14.20		2,750.40
901	A078553				CUSTOMER SVC PC'S		95	3341	33,869.34	1,41.22		32,458.12
901	A078555				ACCTG PC'S PAYROLL		95	3341	6,593.94	27.75		6,566.19
901	A078556				COST ACCTG PC		95	3341	3,541.32	14.56		3,526.76
901	A148184				PC-Q/C LAB, FOR DSC-6(94-70)		95	3341	2,484.60	10.50		2,474.10
901	A148195				PC-ADMIN BACK-UP W/ACCESS		95	3341	3,503.52	14.98		3,488.54
901	A148197				PC-CONTROLLER'S OFFICE ACCTG		95	3341	3,973.32	16.56		3,956.76
901	A148198				COLOR LASER PRINTER - ADMIN SEC		95	3341	6,783.43	28.64		6,754.79
901	A148199				PC & EQPT - MARKETING AREA		95	3341	3,768.55	15.69		3,752.87
901	A148203				PC & MISC EQPT A/P ACCTG		95	3341	2,655.52	11.98		2,643.54
901	A148204				PC & MISC EQPT - PURCHASING OPT		95	3341	3,463.55	14.32		3,449.24
901	A148205				PC MISC EQPT FABRIC MRP		95	3341	3,463.55	14.32		3,449.24
901	A148206				LAPTOP PC W/MOEN - GENL MGR		95	3341	3,127.52	331.06		2,796.46
901	A148207				PC & MISC EQPT - DATA PROC AREA		95	3341	3,458.16	14.09		3,444.07
901	A148208				PC & MISC EQPT - IS&S DEVELOPMENT		95	3341	3,458.16	14.09		3,444.07
901							95	3341	572,506.29	316.13		572,190.16
901	FL518				TRUCK & AUTO ADDS-1976		76	3356	16,665.72	16,665.72		.00
901	FL519				TRUCK & AUTO ADDS-1977-OMG		77	3356	6,894.54	6,894.54		.00
901	FL520				TRUCK & AUTO ADDS-1978		78	3356	21,784.50	21,784.50		.00

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John

(09/26/95)	LOC	KEY	ITEM NO	BK DESCRIPTION	MILLENNIUM ONLINE PRINT:	ACQ YEAR	BK ACCT	BK COST	BK ACCH DEPR	NET BOOK VALUE	1)
			903 FLO60	LMD-JOHN ST.		67	3311	2,203.00	.00	2,203.00	
2			903				3311	2,203.00	.00	2,203.00	
			903 FLO60	LMD JHP JOHN ST. PARKING		65	3316	5,559.30			
			903 FLO61	LMD JHP JOHN ST. PARKING		67	3316	685.44		685.44	
2			903				3316	6,244.74		6,244.74	
			903 FLO86	B ILWING-JOHN ST.		61	3326	114,763.50		114,763.50	
			903 FLO91	B ILWING-JOHN ST.		65	3326	4,435.54		4,435.54	
			903 FL148	B ILLP R-43.(FIREBARK, PIPES, INSULATION)		88	3326	3,770.51		3,770.51	
			903 A078543	AIR COMPRESSOR YARD		95	3326	8,370.14		8,370.14	
2			903				3326	131,339.69		131,339.69	
			903 FLO19	AIR COMPRESSOR JS		86	3331	13,000.00		13,000.00	
			903 FL265	R SS OVER COATING RUL(88-07)		88	3331	9,278.00		9,278.00	
			903 FL266	Y RN WIN MDS(PAY)FLTAK/PS(N'RS/RUL/Y'S)(88-08)		88	3331	5,229.55		4,919.30	
			903 FL267	Y RN OVER HEATER REINACEMENTS(B8-31)		88	3331	3,114.00		2,929.26	
			903 FL321	Y RN INEI HEATERS(8-36)		89	3331	1,766.37		1,521.85	
			903 FL485	Y RN INEI 400S-AIR ILOH(93-52)		93	3331	4,026.13		1,132.35	
			903 A073036	E ULTS ON FRAY (93-2)		94	3331	1,609.21		121.91	
2			903				3331	38,023.26		32,352.24	
1			903					177,810.69		161,636.28	
*								177,810.69		161,636.28	

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(09/26/95)	LOC KEY	ITEH NO	*** BK DESCRIPTION	*** BK ACQ YR	*** BK COST	*** BK ACQ DEPR	(PAGE: 1)	NET BOOK VALUE
2	904	FL063	LAND-R.R.#1	65	1,101.00	.00		1,101.00
2	904	FL042	LAND IMP-R.R.#1 PARKING	69	1,101.00	.00		1,101.00
2	904	FL087	BUILDINGS-R.R.#1	65	3,152.69	3,152.69		.00
2	904	FL089	BUILDINGS-R.R.#1	65	19,500.00	19,500.00		.00
2	904	FL124	BUILDING IMP-R.R.#1	76	4,435.54	4,435.54		.00
2	904	FL173	OIL BURNER UPGRADE-R.R.#1(92-6)	92	15,466.65	15,466.65		.00
2	904	FL323	TOOL GRINDER DO-ALL 6-612K(89-48)	89	1,205.00	783.25		421.75
2	904	FL330	BLADE GRINDER MOOS(89-49)	89	40,687.19	40,185.44		421.75
2	904	FL335	SUPER-LIFT-650R-MAINT(89-57)	89	7,638.62	6,581.23		1,057.39
2	904	FL339	UNIVERSAL GRINDING ATTACH(89-72)	89	288.58	231.40		57.18
2	904	FL384	PORTABLE PIPE-THREADER-MAINT(89-70)	89	1,115.00	960.66		154.34
2	904	FL394	TRUCK SANDER-MAINT(90-46)	90	2,761.01	2,378.81		382.20
2	904	FL399	PLASMA ARC CUTTER(90-43)	90	2,500.00	1,936.04		563.96
2	904	FL402	DRILL PRESS-MAINT(91-03)	91	2,999.44	2,322.81		676.63
2	904	FL444	BELT SANDER-MAINT(91-42)	91	2,300.00	1,528.16		771.84
2	904	FL452	LIFT TRUCK(USED)-MAINT(92-14)	92	1,450.00	963.41		486.59
2	904	FL481	PORTABLE AIR CLEANR-MAINT(93-24)	93	3,066.32	1,595.81		1,470.51
2	904	FL506	DIGITAL DATA REC-MAINT-TRACOR WESTRONICS(93-26)	93	5,000.00	2,602.17		2,397.83
2	904	FL343	DESK-TOP XEROX COPIER-MAINT(90-33)	93	2,929.50	823.92		2,105.58
2	904	A148190	AUTOCAD SYSTEM, PC MONITOR, ETC.	95	3,821.29	1,719.58		2,101.71
2	904	A148191	LASER 4V PRINTER, RRI AUTOCAD SYS	95	35,849.76	23,644.00		12,205.76
2	904	FL525	MAINT. CHEVY PICKUP-USED(87-36)	88	1,791.18	1,791.18		.00
2	904	FL526	MAINT. CHEVY VAN-1985-USED(87-36)	88	4,895.92	204.00		4,691.92
2	904	FL528	USED ENGINE FOR '85 CHEVY VAN(89-59)	89	2,030.40	84.60		1,945.80
2	904	FL531	USED DUMP TRK-1988CHEVY(1GBJLV34H20J1C3072)(91-74)	91	8,717.50	2,079.78		6,637.72
2	904			88	.00	.00		.00
2	904			88	6,105.67	6,105.67		.00
2	904			89	5,019.71	5,019.71		.00
2	904			91	6,877.75	6,877.75		.00
2	904			91	18,003.13	18,003.13		.00
2	904			91	107,431.27	87,065.04		20,366.23
2	904			91	107,431.27	87,065.04		20,366.23

Appendix II to Schedule 4.5(a)
LaCrosse Microwave Machinery and Equipment

Microwave Equipment Asset List (July 1995)	<u>Location</u>
1) American Hydrotherm Thermal Liquid Heater Model #450-3D-80 Coil Design: 300 PSI 850 degrees Operating Temperature: 650 degrees Design Output: 4,500,000 BTU/hr. Maximum Fuel: 6,000 CFH Natural Gas @ 15 PSI Heating Fluid: Syltherm 800 (962 gal capacity)	Boiler Area
2) Expansion Tank - American Hydrotherm 650 gallons	Elevated Outside
3) Plate and Frame Heat Exchanger (1994) Built by American Hydrotherm 327 Sq. Ft. Trantor "Superchanger" Goulds - 3x4x8 Circulating Pump - 400 GPM 10 HP 480V 3ph 1800 rpm Motor Amtrol AX-60 Expansion Tank and associated controls	Warehouse
4) 10 Opening Hydraulic Laminating Press with 2 30" Rams with 42" by 72" Platens	Press Area
5) Hydraulic System Vickers Fixed Displacement Vane Pump Vickers Variable Piston Pump 20 HP Lincoln 480V 3ph 1800 rpm Motor 400 gallon Hydraulic Reservoir Air to Oil Heat Exchanger 580 BTU/hr All associated valves and controls	Press Pit
6) Press Control Panel by Control Assemblies Co. Allen Bradley PLC-2 Controller Leeds & Northrup Model 063206 Chart Recorder Automation Systems IPT 100 - Operator Interface 2 Barber Coleman 560 Digital Controllers	Press Area

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	<u>Location</u>
7) Stainless Steel Press Plates 38" X 53" - 247 Plates (74-25% used, 82-50% used, 91-80% used) 38" X 66" - 76 Plates 38" X 72" - 59 Plates	Press/ Breakdown
8) Stainless Steel Wool Pads 40" X 55" - 6 (80% used) in-house, 6 on order 40" X 67" - 3 (10% used) 40" X 72" - 3 (20% used)	Press
9) Carrier Trays 47" X 72" - 11 (Refinished 2/95) 47" X 72" - 12 (Need to be Refinished)	Press
10) Primary Loop Heating Pump: <u>Dean Pump Division</u> Size: 3x4x11.5 Model: R-434 1750 rpm 750 degrees F Motor: <u>US Electrical 25 HP</u> Model: B522 Frame 284T 230/460 V 3 ph	Boiler Room
11) Secondary Loop Heating Pump: <u>Dean Pump Division</u> Size: 3x4x13.5 Model R-434 700 GPM 1750 rpm 750 degrees F Motor: <u>US Electrical 40 HP</u> Model A865 Frame 342T TE 230/460 V 3ph	Boiler Room
12) Shell & Tube Heat Exchanger KAM Thermal Equipment Co. S/N 7232 Built 11/87 Shell 250 PSI @ 750 degrees F Tubes 150 PSI @ 500 degrees F	Boiler Room

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	<u>Location</u>
13) Press Load/Unload System (10 Openings) Built by Accudyne Engineering 2- 10 Opening Cassettes and Loader Assembly Breakdown Conveyors	Press Area
14) Spare Parts for the Press Dean Pump for Loop Heating Spare Gaskets for Heat Exchangers One spare seal and gaskets for Dean Pumps 55 gallon drum for Syltherm 800 Oil One half set of insulation boards for the Press	Maintenance Maintenance Maintenance Warehouse M'wave Storage
15) Layup Room Conveyor System Built by Accudyne Engineering	Layup
16) Autoquip Scissors Lift 6,000 lbs. lift capacity asset #643	Layup
17) Rosenthal 60" Copper Cutter Model WA-S-5-HVAA Serial #6912	Copper Cutting Room
18) Autoquip Scissors List Model 36C3E60 74" X 44" Platform with Rollers	Copper Cutting Room
19) Contrex Model B1812 J.B. Crane	Copper Cutting Room
20) 3 Air Deionizers	Cutting/Ply-up Room
21) Texas Instruments Computer	Raw Material Storage
22) 1 Gardner-Denver Air Operated Chain Hoist Model 75150AD5	Raw Material Storage
23) Crown Manually Propelled Straddle Lift Model 15BT110 S/N 39279 Attachment for lifting 12" Diameter Rolls with 3" ID Cores Capacity 200 lbs. Rolls	Raw Material Storage

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	<u>Location</u>
24) Wysong 52" Shear Model #1452 14 ga. capacity - 85 strokes/minute Front Gauge - rear conveyor	Paneling Area
25) Edwards 72" Shear Model 2.5/200 DD 14 ga. capacity	Paneling Area
26) Wysong 54" Shear Model 1252 Front gauge - shaker bed return 47"x44" Platform with Rollers	Paneling Area
27) American Mfg. Scissors Lift Triple Escalating - 40"x55" Platform with Rollers	Breakdown Area
28) L-Sealer - Polybagger 40"x60" Wrap-O-Matic Model LHM 40X 60 S/N 55870	Paneling Area
29) Meyer Hydraulics Cherry Picker 1,000 lbs capacity	Raw Material Storage
30) Capacitance Meter for GE Medical	Engineering
31) HP 8729B Network Analyzer with Fixtures	Test Lab
32) Roller Storage Racks 3 sections of 4'x5' 6 opening racks 3 sections of 4'x5' 3 opening racks 1 section of 52"x 80" 6 opening rack 1 section of 45"x76" 7 opening rack 1 section of 45"x76" 7 opening rack 1 section of 45"x76" 10 opening rack	Paneling Paneling Near Breakdown Copper Room Lay-up Room Raw Material Storage
33) 2 "A" Frame Mandrel Storage Carts/Racks 2 Carrier Tray Carts 1 Rod Type Rack for Rolled Material	Breakdown Raw Material Storage
34) 14 Push Carts for Material Movement	Paneling/Cutting

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	<u>Location</u>
35) Flat Shelving	
12 - 4'x12' Shelves with Uprights	Raw Material Storage
5 - 4'x 9' Shelves with Uprights	Raw Material Storage
6 - 4'x 12' Shelves with Uprights	Microwave Warehouse
36) Sure Shot Sprayer for Freccote Spraying	Breakdown
37) Fabric Cutting Tables - 2 (One with fabric unwind capability)	Plyup Room
38) 2 - 8 Opening Plyup Storage Carts	Plyup Room

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Schedule 4.5(b)
Exceptions to Sufficiency of Assets

The quality control laboratory equipment identified as an excluded asset in Schedule 1.3(h) is required to test microwave laminates products for conformity with Mil-S-13949II.

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Schedule 4.6(a)
Intellectual Property Exclusively Used in the Business

Patents and Patent Applications:

<u>FILE NUMBER</u>	<u>COUNTRY</u>	<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>
30-3320	USA	5,322,727	6/21/94		
	USA			08/248,995	5/25/94
	CANADA	2,146,441	10/21/93		
	EUROPE	93924392.9	10/21/93		
	JAPAN	510386/94	10/21/93		
30-3396	USA	5,368,924	11/29/94		
				08/208,252	3/9/94
30-3477	USA	5,385,765	1/31/95		
	CANADA	2,146,440	10/13/93		
	EUROPE	93923390.4	10/13/93		
30-3548	USA	5,360,379	11/1/94		
	USA	5,451,189	9/19/95		
	ARGENTINA			329,682	10/5/94
	CHILE			1553-94	10/24/94
	MEXICO			94-7494	9/29/94
	PCT			US94/10157	9/13/94
30-3777	USA			08/468,169	6/6/95

Intellectual Property Agreements:

1. Dow Corning - January 21, 1994
2. Acton Technologies - May 10, 1994
3. EMI Communications - October 4, 1994

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Schedule 4.6(a) (Continued)

Registered Trademarks:**Mark: FLUORGLAS**

Australia	207254	Italy	335888
Australia	298019	Italy	484664
Australia	298020	Japan	806154
Benelux	339959	Japan	1499803
Canada	154816	Japan	1707587
France	1353881	Spain	822199
France	1390358	Spain	540403
Great Britain	1062300	Switzerland	287146
Great Britain	1062301	Venezuela	96999
Great Britain	1331336	United States	1042721
Ireland	90738		
Ireland	90739		
Ireland	90740		

Mark: MANS HANDS

United States 1105855

Mark: SEAL PAK

Benelux	347007	Italy	484663
Canada	174912	Sweden	123357
France	1388155	United States	1110028
Germany	878095		

Mark: MYSTIK

United States 729929

Common Law Trademarks (not registered):

Cytek
Duraseal
Durabrite

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Schedule 4.6(b)
Intellectual Property Not Exclusively Used in Business

NONE

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Schedule 4.6(c)
Intellectual Property Claims

NONE

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Schedule 4.7
Contracts

PART (1) - LIST OF CONTRACTS

- (a) Payment obligations of \$25,000 or more:
- See list attached as Appendix I.
 - See list of Purchase Order Commitments attached as Appendix II.
- (b) Unexpired Term in excess of six (6) months:
- See list attached as Appendix I.
- (c) Extensions of credit in excess of \$25,000:
- See list of domestic sales commitments in attached Appendix III.
 - See list of foreign sales commitments in attached Appendix III.
- (d) Borrowing Agreements:
- NONE.
- (e) Agreements outside of ordinary course of Business
- NONE.
- (f) Other Material Agreements
- NONE.
- (g) Miscellaneous Agreement
- Joint Development Agreement with The Perkin Elmer Corporation Metco Division dated March 11, 1991.
 - Retention Bonus Arrangements identified in Schedule 6.1(d).

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Schedule 4.7
Contracts (Continued)

- Sales Representative Agreements
 - C.J. Garvey & Co. (2/1/91)
 - Corbett Smith Company (6/22/87)
 - James Palmer & Associates Inc. (5/1/87)
 - Eastern Electronic Sales/Ray Bishop (9/17/93)

PART 2 - EXCEPTIONS

NONE.

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APPENDIX I TO SCHEDULE 4.7 - CONTRACTS

*Denotes consent required for assignment.

<u>Lease Agreements</u>	<u>Term</u>	<u>Equipment</u>
*1. Tab Products (3/20/95)	Expires 3/98	Burster
2. Computer Sales International (3/7/95)	Expires 3/96	Printers
3. Scovill Fastener Inc.	Renewed annually	DOT Fastener
<u>Maintenance Agreements</u>	<u>Term</u>	<u>Equipment</u>
1. Eastern Heating & Cooling Inc.	Expires 11/98	Heating System
*2. AT&T	Expires 8/99	Telephone Equipment
<u>Consignment Agreements</u>	<u>Term</u>	<u>Material</u>
*1. E.I. DuPont (6/14/94)	Renewed annually	Misc. PTFE grades
*2. Daikin America (8/1/94)	Renewed annually	PTFE
3. E.I. DuPont (9/18/91)	Renewed annually	Teflon™ 200C, 200C20
4. BGF Industries (6/9/93)	Renewed annually	Glass fibers
5. A.J. Oster Foils (8/5/92)	Renewed annually	Aluminum foil
6. Furon (12/27/91)	Renewed annually	UHMW foil
7. Industrial Coating Group (5/12/94)	Renewed annually	Release papers
8. ICI Americas Inc. (9/5/95)	Renewed annually	PTFE
9. Hoechst Celanese (12/12/91)	Renewed annually	PTFE
10. Titeflex	Renewed annually	Fabric/Foil
11. Parlex	Renewed annually	Film/PSAT
12. Airtech Europ	Renewed annually	Fabric/PSAT

Seller also has consignment arrangements with GE Silicones for adhesives, Bedford Weaving for glass fabric and MFP for PTFE (Repro) under which the suppliers have consignment stock at Seller's facilities. These arrangements are all terminable upon less than six (6) month's notice.

11/2/95

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<u>Supplier Agreements</u>	<u>Term</u>	<u>Equipment</u>
1. Eastern Heating & Cooling Inc.	Expires 11/98	Heating System
2. BGF	Expires 12/31/96	Fiberglass
*3. G.E. Silicones	Expires 12/31/96	Adhesives
*4. Air Page	Expires 10/1/98	Air Pagers

The Business utilizes various services provided under master agreements covering numerous AlliedSignal locations. These agreements are not being assigned to Purchaser hereunder.

<u>Secrecy Agreements</u>	<u>Date</u>
1. Formulab Inc.	June 8, 1995
2. Ashe Controls	May 4, 1995
3. Wolverine (Massachusetts) Corp.	March 31, 1995
4. Team Tech Machines	March 31, 1995
5. Fairview Machine	March 31, 1995
6. B.F. Perkins	April 28, 1992
7. Akron Tool & Die	December 8, 1993
8. Acton Technologies Inc.	May 10, 1994
9. Lawrence Technology	August 18, 1993
10. Data Page	October 9, 1992
11. Tesa Tuck	December 10, 1990
12. Allied-Apical	January 7, 1992
13. DuPont	January 21, 1992
14. Dow Corning	July 2, 1990
15. Daikin America	October 8, 1993

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APPENDIX II TO SCHEDULE 4.7 CONTRACTS

Purchase Order

The attached lists each purchase order outstanding as of the date of the attached in an amount exceeding \$25,000 as of the date set forth in the attached list.

10/26/95
Doc. #33629 v5

PMS004

Appendix II

4.7 Contracts

Obligation of Seller to Pay an Amount of \$25,000 or More

PMS004 SPECIAL OPEN PURCHASE ORDER REPORT

10-24-95 PAGE 1

VENDOR#
VENDOR NAME
REQUESTOR

P.O.#

ITEM# U/M

TOTAL DRO

P.O. UNIT COST STD COST

RELEASES

SCH DOL

DUE DATE

QTY REC'D

DTE REC'D

BAL DUE

-178 ST

4595

WINDING MACHINE

228483

1

4043.0000

24

145512.00

7-10-95

0

0-00-00

24

-MC-LOW

7034

2116/44

3184

1

1.2500

20000

25000.00

8-23-95

2041

8-21-95

1024

-MC-LOW

4000

5000.00

6-30-95

0

0-00-00

4000

4000

4000

4000

4000

4000

-MC-LOW

7034

2116/44

3411

1

1.2500

28000

35000.00

9-29-95

1849

10-28-95

151

-MC-LOW

2000

2500.00

10-06-95

0

0-00-00

2000

2000

2000

2000

2000

2000

-MC-LOW

2000

2500.00

10-13-95

0

0-00-00

2000

2000

2000

2000

2000

2000

-MC-LOW

2000

2500.00

10-20-95

0

0-00-00

2000

2000

2000

2000

2000

2000

-MC-LOW

7034

1146/58-RGM

3412

1

1.7300

30000

51900.00

9-01-95

1497

10-12-95

1112

-MC-LOW

2409

4513.57

9-01-95

0

0-00-00

2000

2000

2000

2000

2000

2000

-MC-LOW

2409

4513.57

9-01-95

0

0-00-00

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-MC-LOW

2409

4513.57

9-01-95

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-MC-LOW

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9-01-95

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-MC-LOW

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9-01-95

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-MC-LOW

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9-01-95

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-MC-LOW

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9-01-95

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-MC-LOW

2409

4513.57

9-01-95

0

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2000

PHS004 SPECIAL OPEN PURCHASE ORDER REPORT

10-24-95 PAGE 2

VENDOR#
VENDOR NAME
REQUESTOR

P.O.#
P.O. UNIT
RELEASES

ITEM# U/M
P.O. UNIT COST
RELEASES

TOTAL GRD EXT BDL
SCH DOL DUE DATE QTY REC'D DTE REC'D DIAL DUE

-MC-LOW

3000 2550.00 11-03-95 0 0-00-00 3000

-MC-LOW

3000 2550.00 11-10-95 0 0-00-00 3000

-MC-LOW

3000 2550.00 11-17-95 0 0-00-00 3000

-MC-LOW

3000 2550.00 12-01-95 0 0-00-00 3000

-MC-LOW

3000 2550.00 12-08-95 0 0-00-00 3000

-MC-LOW

3000 2550.00 12-15-95 0 0-00-00 3000

-MC-LOW

3000 2550.00 12-22-95 0 0-00-00 3000

-MC-LOW

3000 2550.00 12-29-95 0 0-00-00 3000

-MC-LOW

3000 2550.00 12-29-95 0 0-00-00 3000

-MC-LOW

3000 2550.00 12-29-95 0 0-00-00 3000

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-MC-LOW

3000 2550.00 12-29-95 0 0-00-00 3000

PMS004 SPECIAL OPEN PURCHASE ORDER REPORT

10-24-95 PAGE 3

VENDOR		PART NUMBER	P.O.#	ITEM#	U/C	TOTAL QTY	EXT. DOL		
REQUESTOR		DESCRIPTION	ACCT. NO.	P.O.	UNIT	COST	STD COST	RELEASES	SCH DOL
									QTY REC'D
									DTE REC'D
									BAL DUE
BGF INDUSTRIES, INC.	1080 RUN OF MILL 41"	18330		1.0700		3000	1.0700		3210.00
JAMES HYDE									12-01-95
									41
									6-26-95
									2959
BGF INDUSTRIES, INC.	116 GLASS 38"	18330		2.4100		1034	2.4100		2491.74
JAMES HYDE									6-16-95
									31
									6-15-95
									1003
BGF INDUSTRIES, INC.	85035 BETA GLASS 50"	18330		10.3000		2414	9.6500		24864.20
JAMES HYDE									6-23-95
									940
									7-18-95
									1466
BGF INDUSTRIES, INC.	1080 RUN OF MILL 38"	18330		.9400		4973	.9400		4574.62
JAMES HYDE									6-16-95
									1461
									7-17-95
									3512
BGF INDUSTRIES, INC.	116 GLASS 41"	18330		2.6100		2000	2.6100		5220.00
JAMES HYDE									9-08-95
									1225
									9-11-95
									775
BGF INDUSTRIES, INC.	1080 RUN OF MILL 38"	18330		2000		5220.00	12.08-95		5220.00
JAMES HYDE									0
									0-00-00
									2000
BGF INDUSTRIES, INC.	116 GLASS 41"	18330		2000		5220.00	12-01-95		5220.00
JAMES HYDE									0
									0-00-00
									2000
BGF INDUSTRIES, INC.	1080 RUN OF MILL 38"	18330		.9400		5000	.9400		4700.00
JAMES HYDE									9-29-95
									2325
									9-29-95
									1675
BGF INDUSTRIES, INC.	1290/48	18330		1.7800		2400	1.7800		4628.00
JAMES HYDE									10-06-95
									1957
									10-05-95
									643
BGF INDUSTRIES, INC.	1290 RAW GLASS 48 WIDE	18330		2600		4628.00	10-27-95		4628.00
JAMES HYDE									0
									0-00-00
									2600
BGF INDUSTRIES, INC.	1290 RAW GLASS 48 WIDE	18330		2600		4628.00	11-17-95		4628.00
JAMES HYDE									0
									0-00-00
									2600

PHS004 SPECIAL OPEN PURCHASE ORDER REPORT

10-24-95 PAGE 4

VENDOR NAME REQUESTOR	PART NUMBER DESCRIPTION ACCT. NO.	P.O. #	ITEM #	U/M	TOTAL QTY	EXT QTY	SCH DOL	QTY REC'D	DATE REC'D	BAL DUE
6450 BGF INDUSTRIES, INC. JAMES HYDE	116/38 116 GLASS 38" 18330	3432	1	LY	2,4100	2,4100	4820.00	0	0-00-00	2600
					2,4100	2,4100	4820.00	0	0-00-00	2600
					2,4100	2,4100	4820.00	0	0-00-00	2600
					2,4100	2,4100	4820.00	0	0-00-00	2600
					2,4100	2,4100	4820.00	0	0-00-00	2600
6450 BGF INDUSTRIES, INC. JAMES HYDE	116/41 1080 RUN OF MILL 41" 18330	3433	1	LY	1,0700	1,0700	30338	0	0-00-00	2000
					1,0700	1,0700	30338	0	0-00-00	2000
					1,0700	1,0700	30338	0	0-00-00	2000
					1,0700	1,0700	30338	0	0-00-00	2000
					1,0700	1,0700	30338	0	0-00-00	2000
6450 BGF INDUSTRIES, INC. JAMES HYDE	116/41 1080 RUN OF MILL 41" 18330	3434	1	LY	2,4100	2,4100	14000	132	10-19-95	1868
					2,4100	2,4100	14000	132	10-19-95	1868
					2,4100	2,4100	14000	132	10-19-95	1868
					2,4100	2,4100	14000	132	10-19-95	1868
					2,4100	2,4100	14000	132	10-19-95	1868

HONDON-0002205

HONDON-0002206

PMS004 SPECIAL OPEN PURCHASE ORDER REPORT										19-24-95 PAGE 7									
VENDOR# P.O.# ITEM# U/N										TOTAL ORD EXT DOL									
VENDOR NAME DESCRIPTION										P.O. UNIT COST STD COST									
REQUESTOR ACCT. NO.										RELEASES SCH DOL DUE DATE QTY REC'D DTE REC'D BAL DUE									
-MC-LOW																			
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HONDON-0002208

PHE004 SPECIAL OPEN PURCHASE ORDER REPORT

10-24-95 PAGE 9

VENDOR#		PART NUMBER	P.O.#	ITEM#	U/M	TOTAL ORD	EXT DOL		
VENDOR NAME		DESCRIPTION	P.O. UNIT COST		STD COST	SCH DOL	QTY REC'D	QTE REC'D	BAL DUE
REQUESTOR		ACCT. NO.	RELEASES						
-MC-UP									
4412	500088	229965	1	LB		50000	237500.00		
DAIKIN AMERICA, INC.		M12 VIRGIN MOLDING RESIN		1.7500	4.4000	50000	237500.00	12-23-95	2645 10-11-95 47355
JAMES HYDE		18550							
-MC-UP									
4412	500094	229966	1	LB		25000	118750.00		
DAIKIN AMERICA, INC.		DAIKIN M-15 MOLDING RESIN		1.7500	4.4000	11776	55936.00	12-23-95	2424 10-18-95 9352
STEVE BARBER		18550							
-LIB ST									
6954	400127	229547	1	LB		69000	228390.00		
DOW CORNING CORP.		ADMSU Z123 DOW (2800 SUBST)		3.3100	3.3100	20100	66531.00	12-23-95	2100 10-20-95 18000
GERRY SURDAN		18440							
-LIB ST									
6954	400040	229548	1	LB		28000	114800.00		
DOW CORNING CORP.		ADMSU Q2 7566 DOW SILICONE		4.1000	4.1000	10000	41000.00	12-23-95	2100 10-20-95 7900
GERRY SURDAN		18440							
-LIB ST									
3063	400065	229433	1	LB		2000	112040.00		
DUPONT ELECTRONICS		FLM PLYAD 1ML25"U3"10		56.0200	56.1000	1000	56020.00	8-21-95	786 9-05-95 214
GERRY SURDAN		18440							
-LIB ST									
3063	400069	229493	1	LB		500	28000.00		
DUPONT ELECTRONICS		FLM PLYAD 2ML25"U3"10		56.0000	56.1000	500	28000.00	8-24-95	469 9-20-95 31
GERRY SURDAN		18440							
-LIB ST									
3063	400065	229814	2	LB		1000	56020.00		
DUPONT ELECTRONICS		FLM PLYAD 1ML25"U3"10		56.0200	56.1000	500	28010.00	10-06-95	380 10-05-95 120
GERRY SURDAN		18440							
-LIB ST									
4701	T67	229873	1	LB		6000	45900.00		
DUPONT POLYMERS		T67 DUPONT RESIN EXT. TAPE		7.4500	7.4500	6000	45900.00	12-23-95	480 10-03-95 5520
DOUGLAS W. PRATT		18660							

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SPECIAL OPEN PURCHASE ORDER REPORT

VENDOR# PART NUMBER P.O.# ITEM# U/M P.O. UNIT COST STD COST TOTAL-GR8 EXT-BOL
 REQUESTOR DESCRIPTION ACCT. NO. RELEASES SCH DOL QTY REC'D DTE REC'D BAL DUE

-LIB ST

5701 T-60 229874 1 LB 6,2000 50000 310000.00

BUPONT POLYMERS
DOUGLAS W. PRATT

31760

-LIB ST

5701 602-A 229875 1 LB 8,2500 7500 61875.00

BUPONT POLYMERS
DOUGLAS W. PRATT

4140

-MC-LOW

5701 T120-FEP 229960 1 LB 16,5000 2700 44550.00

BUPONT POLYMERS
JAMES HYDE

2700

-MC-LOW

5701 T30 229961 1 LB 5,8500 6000 35100.00

BUPONT POLYMERS
JAMES HYDE

1056

-MC-LOW

5701 T30B 229963 1 LB 5,8500 5000 29250.00

BUPONT POLYMERS
JAMES HYDE

868

-RR2

5701 7A 229988 1 LB 4,3500 100000 485000.00

BUPONT POLYMERS
JAMES HYDE

73800

-LIB ST

1194 400015 228947 3 LY 9630 64380 61977.94

ENOURA-PRODUCTS
GERRY SURDAM

13470

-LIB ST

15000 14445.00 11-02-95 1530 0-00-00 10000

15000

-MC-LOW

15000 14445.00 1-11-96 0 0-00-00 15000

15000

SPECIAL OPEN PURCHASE ORDER REPORT

10-24-95 PAGE 11

VENDOR NAME		PART NUMBER		P.O. #		ITEM# U/M		TOTAL ORD		EXT DOL	
REQUESTOR		DESCRIPTION		ACCT. NO.		P.O. UNIT COST		STD COST		RELEASES	
								SCH DOL		DUE DATE	
								QTY REC'D		DTE REC'D	
										DAL DUE	
4413	GE SUPPLY	15KV-SWITCHGEAR	229685	1	14500.0000	2	29000.00	2	29000.00	0	0-00-00
KEN-LENSETH	27000										2
1181	GENERAL ELECTRIC COM	SR518 GE SILICONE ADHSV	229777	1	24000	145440.00					
GERRY SURRAM	18440				5.7700						
					18400	112714.00	12-23-95	1200	10-18-95		16800
1181	GENERAL ELECTRIC COM	SR574 GE SILICONE ADHSV	229779	1	4200	40656.00					
GERRY SURRAM	18440				9.2300						
					3300	31944.00	12-23-95	1200	10-18-95		3100
4499	REMOVE-BOILER	308044	1	27208.22							
JACK HALL PLUMBING/H	27000				1.0000						
BOB-FREDERICKSON					1	27208.22	8-02-95	0	0-00-00		1
3443	HOECHST CELANESE COR	LINEAR,FA43,YELLOW,40"U,S24	230057	1	LY	.6870					
GERRY SURRAM	18440										
					70000	48230.00	12-10-95	0	0-00-00		70000
7756	ICI FLUOROPOLYMERS	CU123 MFS 510-550	229871	1	LB	6.2000					
DOUGLAS H. PRATT	18440				6.3000						
					7380	45754.00	12-23-95	3240	10-04-95		4020
7756	ICI FLUOROPOLYMERS	CU123 "TST SPEC"	229872	1	LB	6.0000					
DOUGLAS H. PRATT	18440				6.0000						
					29340	174040.00	12-23-95	2940	10-11-95		26400
7756	ICI FLUOROPOLYMERS	AD15 TFE DISPERSION	229756	1	LB	5.8500					
JAMES HYOE	18440				5.8500						
					30227	174627.95	12-23-95	2678	10-18-95		27548

[illegible]

APPENDIX III TO SCHEDULE 4.7 CONTRACTS

Sales Commitments

The attached lists each sales commitment in which credit has been extended to customers in an amount exceeding \$25,000, except for sales commitments in the ordinary course of business having terms of (i) 30 days or less for domestic sales, and (ii) 60 days or less for foreign sales.

See attached memo from W. Noonan.

11/1/95
Doc. #33629 v5

OCT-27-1995 14:36 FROM ALLIEDSIGNAL FLUORGLAS PR TO

92014556199 P.01



Memorandum

Fluorglas Products
Hoosick Falls, New York

Fax Transmission

1 Page

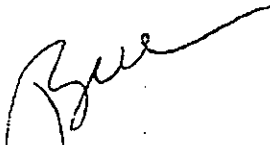
DATE: October 27, 1995

TO: Mike Prokop FAX: (201) 455-6199

FROM: Bill Noonan FAX: (518) 686-3161

SUBJECT: *Asset Sale Agreement*
Re: Changed Schedule - Representations & Warranties

A review of the special Open Backlog Report OBS031.5, dated 10/27/95, indicates that there are *NO* open sales which require Fluorglas to, "(c) provide an extension of credit of over 30 days for domestic sales, or 60 days for foreign sales, to any customer or client of the business for any amount over \$25,000".


WEN/gs

TOTAL P.01

Schedule 4.8
Liens and Encumbrances

NONE

10/26/95
Doc. #33629 v5

Schedule 4.9
Litigation and Proceedings

I. Employee Litigation

1. Rosemary Roberson v. AlliedSignal and Fluorglas; NDNY; No. 95-CV-0616. [Previously listed as Roberson v. AlliedSignal Inc. and Fluorglas; EEOC; Notice of Right to Sue #165930226]

Ms. Roberson has sued Fluorglas on the grounds that it allegedly discriminated against her based on a disability. Until September 9, 1991, Ms. Roberson worked at Fluorglas as a preformer in its extruder tape department. The preformer position requires physical exertions, including moving drums of materials around the plant floor. She was placed on medical leave because of an alleged work-related accident that occurred on August 29, 1991. In September 1992, Fluorglas terminated Ms. Roberson pursuant to Fluorglas' "Leaves of Absence" policy.

2. Karen Flynn, a data entry operator at the Liberty Street facility, has alleged sexual harassment by a male production group leader. Fluorglas has investigated the allegation. No claim has been filed with the EEOC or any other agency.

II. Third Party Litigation

1. Madison, Thomas v. Farrell Corp. and M.A. Crowley Trucking; and M.A. Crowley Trucking, Inc. v. Fluorglas; NDNY; No. 94-CV-989.

Employee claim for injuries incurred while operating hot calender mixing machine owned by Fluorglas. Farrell manufactured the hot calender mixing machine and M.A. Crowley Trucking delivered the machine to Fluorglas.

10/26/95
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Schedule 4.10
Environmental Disclosure

See attached. The attachments to Schedule 4.10 have been provided under separate cover.

10/26/95
Doc. #33629 v5

ALLIEDSIGNAL FLUORGLAS
DISCLOSURE DOCUMENT
SCHEDULE 4.10
ADDENDUM #4

Underground Storage Tanks

During August 1995, the underground petroleum storage tanks at McCaffrey Street, John Street, Liberty Street and the River Road facilities were excavated. Soil samples were collected at the excavation sites and analyzed pursuant to the requirements of the NY DEC STARS memo. Attachment A is a copy of the tank removal report, including analytical results, provided by the excavation contractor, Clean Harbors, Inc.

Attachment B is a copy of the Petroleum Bulk Storage Applications submitted to NY DEC that indicate closure of the tanks.

NY DEC Air Inspection

On October 24, 1995, Pete Empie, of NY DEC conducted an air quality inspection at the Liberty and McCaffrey Street facilities. No deficiencies were noted during the inspection. Mr. Empie did not leave an inspection report.

10/27/95

ALLIEDSIGNAL FLUORGLAS
DISCLOSURE DOCUMENT
SCHEDULE 4.10
ADDENDUM #3

McCaffrey Street

Air Permits

As stated in the Disclosure Document, the Operating Permit for Tower 8 expired on May 1, 1994. Pete Empie, Principal Engineering Technician with the NY DEC, has indicated that the DEC will not be issuing permit renewals at this time. Instead, renewals will be issued as part of the State's Title V permit program. Attachment A is a letter from Pete Empie to Rich Callahan, Manager HS&E for AlliedSignal's Oak Mitsui facility in Hoosick Falls. The letter indicates the DEC is no longer issuing renewals for air permits and that all permits are extended for five years even if they have expired.

Liberty Street

Odor Issue

The Disclosure Document references odor complaints received at Liberty Street from neighbors. The odors were attributed to the operation of the "Can Line, L3." Since receipt of the odor complaints numerous activities have been undertaken to abate the odors. These activities included but were not limited to: 1) raising the stack height to eliminate building downwash effects; 2) adding additional catalyst to the bed; 3) eliminating the use of PAE, a surfactant used in the process; 4) "baking out" the catalyst to remove any residual PAE; 5) modifying the burner box on the oxidizer; and 6) installing a new baffle plate downstream of the burner to ensure even temperature distribution across the catalyst bed. According to Bill Noonan, Fluorglas General Manager, no odor complaints have been received since August 1, 1995. Therefore, we believe that this issue has been resolved. A permit application needs to be submitted to DEC to indicate the modifications made to the stack. Additionally, a stack test will need to be performed to demonstrate that the catalytic oxidizer is continuing to maintain the destruction efficiency required by the permit.

NSPS/RACT

As stated in the Disclosure Document, the PSAT lines are subject to the New Source Performance Standards for Pressure Sensitive Tape and Label Surface Coating Operations and the NY Surface Coating Regulations. During a facility review it was determined that the recordkeeping requirements, of these two standards, were not being complied with. The facility has indicated that corrective actions have been implemented and the required records are now being maintained.

10/9/95

Facility Audits

Provided in Attachment B are copies of facility audits that have been performed since January 1, 1993. All violations noted in these audits have been corrected.

10/9/95

ALLIEDSIGNAL FLUORGLAS
DISCLOSURE DOCUMENT
SCHEDULE 4.10
ADDENDUM #2

OSHA Cadmium Citation

On September 14, 1995, AlliedSignal received official notice of a Stipulated Settlement in the matter of the OSHA citation issued June 22, 1995. The penalty has been reduced to \$4500.00. A copy of the agreement is provided in Attachment A for your review.

OSHA Safety Citation

On March 24, 1995, the facility was issued an OSHA citation alleging non-compliance with four OSHA standards. A copy of the citation is provided in Attachment B for your review. The status of each violation is discussed below:

Zero Energy Standard: The corrective actions to abate this citation have been implemented and the fine has been paid.

Exit Marketing: The corrective actions to abate this citation have been implemented. No penalty was proposed.

PPE Standard: The corrective actions to abate this citation have been implemented. No penalty was proposed.

Hazard Communication: The corrective actions to abate this citation have been implemented. No penalty was proposed.

9/22/95

ALLIEDSIGNAL FLUORGLAS
DISCLOSURE DOCUMENT
SCHEDULE 4.10
ADDENDUM #1

Past Disposal Activities

In the mid 1960's to mid 1970's waste adhesive and clean-up waste containing solvents was disposed of at the Hoosick landfill. The procedure typically consisted of transporting the material to the landfill where it was burned for disposal. However, some of the drums of waste were apparently buried in the landfill. No information is available regarding the exact characteristics of the waste or the volume that may have been buried.

9/20/95

SCHEDULE 4.10

HEALTH, SAFETY AND ENVIRONMENTAL DISCLOSURE SCHEDULE
ALLIEDSIGNAL FLUORGLAS
HOOSICK FALLS, NY

BACKGROUND

AlliedSignal Fluorglas is a manufacturer of Pressure Sensitive Adhesive Tape (PSAT), Teflon coated fiberglass cloth and yarn and Teflon tape. The business consists of six sites located in Hoosick Falls, NY, (McCaffrey Street, Liberty Street, John Street, River Road 1, River Road 2 and River Road 3.) A description of each site, the products manufactured and a summary of relevant health, safety and environmental issues are noted below.

McCaffrey Street

The McCaffrey Street facility produces a wide variety of PTFE (Teflon) coated fiberglass and molded and extruded PTFE intermediates. The facility is also used for administrative offices and R&D. Approximately 95 employees work at the site. Manufacturing operations occur 24 hours per day 7 days per week.

Process Description

In the manufacturing process woven fiberglass is coated with a dispersion of premixed liquid Teflon and an organic liquid surfactant. The mixture is fed from a drum into a coating dip pan. The coated fabric is then cured in an oven and collected on a web. Each coating tower has its own curing oven either gas-fired or infra-red. The coated material is then sized and calendared in a large laminate calendaring machine where heat and pressure are applied.

The Teflon molding operation includes four (4) molding presses and six (6) electric sintering ovens. Teflon, virgin or reprocessed, is added, via a hopper, to the molding press where high pressure is applied and a Teflon mold is formed. The mold is then transferred to the curing oven for sintering.

The extrusion process includes one continuous heated and pressured extruder and sixteen (16) rod extruders. The process utilizes powder Teflon and produces various extruded products.

Air Quality

The fabric coating operation includes eight (8) coating towers designated T1, T2, T3, T5, T6, T7, T8 and T9. The table below summarizes the permit information for each of the coating towers. Copies of the permits are included in Attachment A. The permits include a process description, emission calculations, expiration dates and special conditions.

Tower Number	Emission Point Number	Material Emitted	Estimated Emission Amount (lbs/yr)	Permit Type	Control Equipment	Expiration Date
1	M1	Triton X	3066	Operating	None	12/12/99
2	M9	Triton X	3329	Construction	Scrubber	12/12/95
	M10	Triton X	88	Construction	None	12/12/95
3	M3	Triton X	3066	Operating	None	12/12/99
5	M4	Triton X	2891	Operating	None	12/12/99
6	M5	Triton X	3723	Operating	None	12/12/99
	M11	Triton X	657	Construction	None	12/12/95
7	M7	Triton X	3679	Operating	None	12/12/99
8	M6	Triton X	3161	Operating	Scrubber	05/01/94
9	M8	Triton X	1843	Operating	Scrubber	05/01/99

The exhaust gases from Tower 8 (Emission point M6) and Tower 9 (Emission Point M8) are treated in a common wet cyclone scrubber before being discharged to the atmosphere. The scrubber is used for opacity control. The air emission permit for Tower 8 expired on May 1, 1994. Conversations with the NY DEC have indicated that the agency will not reissue permits at this time but will reissue them as part of the Title V Operating Permit program. The current permit for Tower 9 expires 5/1/99. On June 6, 1995, an application was submitted to NY DEC requesting a modification of the permit for Tower 9 (Emission Point M8). The request was for approval to modify the stack by increasing the height to 19 feet. No response has been received from DEC.

Tower 6 has two emission points, designated M5 and M11. Emission point M5 is equipped with a wet cyclone scrubber which is used for opacity control. A state operating permit has been issued for this source. It has an expiration date of 12/12/99. There are no controls on M11. A state construction permit has been issued for this source. It has an expiration date of 12/12/95. A request for issuance of an operating permit was submitted to NY DEC on June 6, 1995. To date no response has been received from the Agency. However, the facility can operate this source under the construction permit until an operating permit is issued.

Tower 2 has two emission points, designated M9 and M10. Emission point M9 is equipped with a scrubber which has a rated efficiency of 85% for Triton X compounds. There are no controls on M10. Both emission points for this tower has been issued construction permits by DEC. The construction permits expire 12/12/95. A request for issuance of an operating permit was submitted to NY DEC on June 6, 1995. To date no response has been received from the Agency. However, the facility can operate these sources under the construction permits until operating permits are issued.

Exhaust gases from the rest of the towers emit directly to the atmosphere.

The facility also coats chrome pigmented Teflon with aluminum on Tower 7. The only emission from this process is water vapor.

The calendaring machines are discharged via roof vents to the atmosphere. No permit is required for this source since the only emission is heat.

The exhaust gases from each of the Teflon molding sintering ovens are vented to the atmosphere via its own dedicated vent. No permits are required for these sources since the only emissions are heat.

The facility has one boiler rated at 300,000 BTU/hr that burns #2 fuel oil. It is used for facility heating and, due to its size is exempt from NY DEC permitting requirements.

The facility is located in a "Marginal" Non-Attainment area classified as an Ozone transport region. The VOC and NOx threshold for "Major Source" are 50 Tons Per Year (TPY) and 100 TPY, respectively. This facility would be a "minor" source for purposes of Title V permitting.

DEC conducted an air quality inspection at the facility on May 7, 1991. No violations were noted during the inspection, however, several recommendations were made. A copy of the inspection report is included in Attachment B. Additionally, the EPA and DEC conducted a joint air inspection during the summer of 1992. No report was issued.

Water Pollution Control

Wastewater generated at the facility is discharged to the treatment plant for the Village of Hoosick Falls. The wastewater consists of scrubber water blowdown and sanitary wastewater. The discharge of the wastewater is governed by the local sewer ordinance. No permit is required for the discharge. Attachment C is a copy of a letter from the treatment plant operator indicating that the discharge from the McCaffrey Street facility is acceptable to the POTW. There are no direct water discharges from the facility.

The McCaffrey Street facility is not subject to the stormwater permitting regulations. The facility is exempt based on its SIC code, 2295 and 3089, and the fact that there is no stormwater exposed to industrial activity at the site. A letter was submitted to DEC on October 25, 1991, indicating the facility status regarding stormwater permitting. A copy of the letter is included in Attachment D.

Drinking water is supplied to the site by the Village. Tests of drinking water fountains at the facility have indicated acceptable levels of copper and lead. A copy of the test results is included in Attachment E.

Oil & Spill Prevention

Raw materials for facility operations are primarily stored in drums in the warehouse. There is no bulk storage of raw materials at the facility.

The facility had one 10,000 gallon underground storage tank. The tank was used to store #2 fuel oil for on site heating purposes and therefore, was exempt from the Underground Storage Tank regulations at 40 CFR 280. The tank installation date is unknown.

The fuel oil tank was subject to the NY Petroleum Bulk Storage Tank Regulations. These regulations required tank registration and tightness testing. The current registration certificate was issued on 9/2/93 and expires on 3/24/97. The last tightness test was conducted in November 1992. At that time the tank passed the tightness test. Retesting of the tank is not required until November 1997. A copy of the registration certificate and the tank test report are included in Attachment F. An annual standpipe analysis is also performed on the tank. A copy of the 1994 results are included in Attachment F.

The tank was removed in August 1995. No visible contamination was noted during tank removal. Soil samples were collected during the removal, however, the analytical results are not yet available.

The only other bulk storage tank at the facility is a 18,000 gallon aboveground LP gas tank. The LP Gas is used for process heating. This tank is not subject to any permit or registration requirements.

Solid & Hazardous Waste

The facility is a Large Quantity Generator of Hazardous Waste. It's EPA ID Number is NYD004986741. The types of hazardous waste generated at the facility include D007 wastes from the aluminum coating of Teflon and lab packs. All waste generated on site is shipped off-site for disposal.

The facility is required to submit an annual hazardous waste generators report. A copy of the 1994 report can be found in Attachment G.

Miscellaneous

There is one transformer at the facility. It is owned by the public utility, Niagara Mohawk. The utility has indicated that the transformer contains 237 ppm of PCBs.

Facility personnel have indicated that prior to 1981, hydraulic oil was used as a dust suppressant on plant roads. No analytical information is available regarding the oil.

John Street

The John Street facility produces PTFE coated yarn. The yarn is used in braided wire and cable applications. Approximately 14 people work at the site. Manufacturing operations occur 24 hours per day 5 days per week.

Process Description

In the manufacturing process fiberglass yarn is coated with a dispersion of premixed liquid Teflon and an organic liquid surfactant. The mixture is fed from a drum into a coating dip pan. The coated yarn is then cured in an oven and collected on a spool. Some of the yarn is heated in an oven prior to coating. The process is designed to drive off starch that is on the yarn.

Air Quality

The table below summarizes the permit information for the air emission sources at the facility. Copies of the permits are included in Attachment H. The permits include a process description, emission calculations, expiration dates and special conditions.

Equipment Type	Emission Point Number	Material Emitted	Estimated Emission Amount (lbs/yr)	Permit Type	Control Equipment	Expiration Date
Coater	J3	Triton X	300	Operating	None	12/31/96
Coater	J6	Triton X	300	Operating	None	12/31/96
Coater	J8	Triton X	300	Operating	None	12/31/96
Oven	J9	Starch Based Sizing	799	Operating	None	12/31/96
Boiler	J10			Operating	None	12/31/96

The yarn coating operation consists of three (3) coating lines, designated J3, J6 and J8. Each line has its own oven. Two of the ovens are heated by LP Gas, the third is electric. The equipment is permitted by NY DEC. The permits expire 12/31/96. None of the equipment is equipped with pollution control equipment.

The site also has one heat cleaning oven. The oven is designated as emission source J9. The equipment is permitted by NY DEC. The permit expires 12/31/96. There is no pollution control equipment on this source.

The facility has one 3.2 MM BTU/hr boiler that burns #4 fuel oil. The source designation is J10. It has been issued an air emissions operating permit by NY DEC which expires 12/31/96.

The facility is located in a "Marginal" Non-Attainment area classified as an Ozone transport region. The VOC and NOx threshold for "Major Source" are 50 Tons Per Year (TPY) and 100 TPY, respectively. The facility is a "minor source" of air pollution, and therefore, is not subject to the permitting requirements of Title V.

The NY DEC conducted an air emission inspection at the facility on January 10, 1992. During that inspection the agency indicated that emission points J3, J6, J8 and J10 were operating in compliance with all New York State air pollution control regulations. The inspection also noted that a modification had been made to emission point J9 without first obtaining prior DEC approval. A permit modification was submitted to NY DEC in March 1992, to correct this deficiency. A copy of the inspection report can be found in Attachment I. A revised permit was issued on November 25, 1992. A copy of the permit can be found in Attachment H.

Water Pollution Control

Wastewater generated at the facility is discharged to the treatment plant for the Village of Hoosick Falls. The wastewater consists of sanitary water and process wash up water. The discharge of the wastewater is governed by the local sewer ordinance. No permit is required for the discharge. Attachment J is a copy of a letter from the treatment plant operator indicating that the discharge from the John Street facility is acceptable to the POTW. There are no direct water discharges from the facility.

The John Street facility is not subject to the stormwater permitting regulations. The facility is exempt based on its SIC code, 2295, and the fact that there is no stormwater exposed to industrial activity at the site. A letter was submitted to DEC on October 25, 1991, indicating the facility status regarding stormwater permitting. A copy of the letter is presented in Attachment K.

Drinking water is supplied to the site by the Village. Tests of drinking water fountains at the facility have indicated acceptable levels of copper and lead. A copy of the test results is included in Attachment L.

Oil & Spill Prevention

Raw materials, for facility operations, are stored in drums inside the building. There is no bulk storage of raw materials at the facility.

The facility had one 10,000 gallon underground storage tank. The tank was used to store #4 fuel oil for on site heating purposes and therefore, was exempt from the Underground Storage Tank regulations at 40 CFR 280. The tank was installed in 1970.

The fuel oil tank was subject to the NY Petroleum Bulk Storage Tank Regulations. These regulations required tank registration and tightness testing. The current registration certificate was issued on 9/2/93 and expires on 3/24/97. The last tightness test was

conducted in September 1992. At that time the tank passed the tightness test. Retesting of the tank is not required until September 1997. A copy of the registration certificate and the tank test report are presented in Attachment M. An annual standpipe analysis is also performed on the tank. A copy of the 1994 results are included in Attachment M.

The tank was removed in August 1995. No visible contamination was noted during tank removal. Soil samples were collected during the removal, however, the analytical results are not yet available.

The only other bulk storage tank at the facility is a 7,500 gallon aboveground LP gas tank. The LP Gas is used for process heating. This tank is not subject to any permit or registration requirements.

Miscellaneous

Prior to January 1989, wash water from cleanup of a chrome pigmented Teflon dispersion spray coating operation was discharged to the ground under the building. The equipment was subsequently dismantled and disposed of off site. It is our belief that the material discharged to the ground was not a hazardous waste. Attachment N provides the basis for this belief.

The third floor of the building was previously used for a silicone and acrylic resin coating operation. There is evidence of contamination on the floor from the adhesives used. No data is available to characterize the contamination.

Solid & Hazardous Waste

At the present time the facility does not generate any hazardous waste. However, it maintains an EPA ID Number. The number is NYD000829580.

River Road 1

The River Road 1 facility is used as a maintenance shop. Approximately 18 employees work at the site. The facility operates 8 hours per day five days per week.

Air Quality

The facility has two boilers, approximately 330,000 BTU/hr, that burn #2 fuel oil. There are no other air emission sources at the facility. No air permits are required for the boilers due to their size.

Water Quality

The only wastewater generated on site is sanitary wastewater. It is discharged to a leachfield on site. No permit is required for this discharge due to the volume of material discharged.

The facility is exempt from the stormwater permitting requirements. This is due to the fact that all roof drainage sheets off the building to the ground. A letter was submitted to DEC on October 25, 1991, indicating the facility status regarding stormwater permitting. A copy of the letter is presented in Attachment O.

Drinking water is supplied to the site by the Village. Tests of drinking water fountains have indicated acceptable levels of copper and lead. A copy of the test results is included in Attachment P.

Oil & Spill Prevention

The facility had one 1,000 gallon underground storage tank. The tank was used to store #2 fuel oil for on site heating purposes and therefore, was exempt from the Underground Storage Tanks regulations at 40 CFR 280. The tank was installed in 1965.

Due to the size of the tank it is not subject to the NY Petroleum Bulk Storage Tank Regulations. However, a tightness test was conducted in September 1992. At that time the tank passed the tightness test. A copy of the tank test report is presented in Attachment Q. An annual standpipe analysis is also performed on the tank. A copy of the 1994 results are included in Attachment Q.

The tank was removed in August 1995. No visible contamination was noted during tank removal. Soil samples were collected during the removal, however, the analytical results are not yet available.

Small quantities of maintenance chemicals are stored within the building. There is no outdoor or bulk storage of materials at the site.

River Road 2

The River Road 2 facility is used to etch Teflon coated substrate, as a custom fabrication shop for Teflon products and as a wood working shop. Approximately 6 employees work at the site. It operates 8-16 hours per day 5 days per week depending on production needs.

Process Description

The process consists of etching Teflon coated fiberglass and Teflon extrusion with sodium naphthalene and glycol ether. Water used in the etching operation is circulated through a treatment system and reused in the etching process.

Air Quality

The etching operation previously was permitted by the NY DEC. However, process modifications have eliminated the air emissions and, therefore, the air permit is not longer required. On June 30, 1994, a letter was submitted to DEC to cancel the air permit. To date no response has been received from the Agency. A copy of the letter to DEC is located in Attachment T.

The facility has two boilers. One boiler is rated at 669,000 BTU/hr and is fueled with LP Gas. It is used for process heat and is exempt from the NY DEC permitting requirements due to its size and the fuel used. The second boiler is rated at 1.2 MM BTU/hr and is fueled with #2 fuel oil. It is used to heat the facility and is also exempt from the NY DEC permitting rules due to its size and the fuel used.

Water Quality

Wastewater generated at the facility consists of water from the etching process and sanitary water.

Water from the etching process was previously discharged to a on-site leachfield under SPDES permit #NY0109991. The facility had difficulties meeting the fluoride discharge limits in the permit. Therefore, in June 1994, the process was modified so that the water is treated in a closed loop system and recirculated back to the etch tank. Spent water from the etching process is now collected in drums and shipped offsite for disposal. On July 5, 1994, a letter was submitted to DEC to relinquish the SPDES permit. A copy of the letter to DEC is located in Attachment U.

There are two leachfields on site. One is an abandoned process leachfield. The second is currently used to discharge sanitary wastewater from the facility. No permit is required for this leachfield due to the volume of material discharged to it.

Solid & Hazardous Waste

The River Road 1 facility is contiguous with the River Road 2 facility. As such, the two sites share one EPA ID Number. The number is NYD991291881. The only hazardous waste generated at the River Road 1 site is waste naphtha from a parts cleaner. All wastes are disposed of off-site.

The facility is required to submit an annual hazardous waste generators report. A copy of the 1994 report, that includes information on the River Road 1 and River Road 2 facilities, can be found in Attachment R.

Miscellaneous

In 1977, Oak Materials Group, the previous owners of the site, disposed of approximately 260 cubic yards of copper hydroxide sludge on site with the approval of the Rensselaer County Health Department. The material was F006 hazardous waste. In 1984 an agreement was reached with the NY DEC to perform a site investigation. The investigation indicated that the material had not changed nor had it migrated off site. In 1987 the material was excavated and disposed of off site. On August 22, 1991, the DEC indicated that the site had been properly remediated and that no further action is required. A copy of the letter from DEC can be found in Attachment S.

The facility is exempt from the stormwater permitting requirements. This is due to the fact that all roof drainage sheets off the building to the ground. A letter was submitted to DEC on October 25, 1991, indicating the facility status regarding stormwater permitting. A copy of the letter is presented in Attachment V.

Drinking water is supplied to the site by the Village. Tests of drinking water fountains at the facility have indicated acceptable levels of copper and lead. A copy of the test results is included in Attachment W.

Oil & Spill Prevention

The facility had one 4,000 gallon underground storage tank. The tank was used to store #2 fuel oil for on site heating purposes and therefore, is exempt from the Underground Storage Tank regulations at 40 CFR 280. The tank was installed in 1975.

The fuel oil tank was subject to the NY Petroleum Bulk Storage Tank Regulations. These regulations required tank registration and tightness testing. The current registration certificate was issued on 9/2/93 and expires on 3/24/97. The last tightness test was conducted in September 1992. At that time the tank passed the tightness test. Retesting of the tank is not required until September 1997. A copy of the registration certificate and the tank test report are presented in Attachment X. An annual standpipe analysis is also performed on the tank. A copy of the 1994 results are included in Attachment X.

The tank was removed in August 1995. No visible contamination was noted during tank removal. Soil samples were collected during the removal, however, the analytical results are not yet available.

There are two other bulk storage tanks at the facility. The first is a 2,000 gallon above ground LP Gas tank. The gas is used for hot air makeup for the etching process. The second tank is a 10,000 gallon above ground nitrogen tank. The nitrogen is used to blanket the etchant. No permitting or registration requirements are applicable to these tanks.

Liquid raw materials, used on site, are stored in drum quantities inside the building.

Solid & Hazardous Waste

As previously mentioned, the River Road 1 and River Road 2 facilities are contiguous. Therefore, these facilities share one EPA ID Number - NYD991291881. Hazardous waste generated on site includes: cleaning liquids, flammable liquids and lab packs. All wastes are shipped off-site for disposal.

The facility is required to submit an annual hazardous waste generators report. A copy of the 1994 report, that includes information on the River Road 1 and River Road 2 facilities, can be found in Attachment R.

Liberty Street

The Liberty Street facility produces a wide variety of PTFE film products and PSAT products on three process lines including skiving, extrusion and Pressure Sensitive Adhesive Tape (PSAT) process. Approximately 80 employees work on site. Manufacturing operations occur 24 hours per day 7 days per week depending on production demands.

Process Description

In the extrusion process, the plant uses two wide web extruded tape lines that are connected to one catalytic oxidizer. The 12-inch and 16-inch wide web extruded tape lines manufacture a PTFE film product consisting of PTFE resins, aliphatic hydrocarbon solvent, inorganic coloring dyes and an organic surfactant for wetability.

The above mentioned materials are uniformly mixed together and compacted to form solid cylindrical pills. The compacted pills are extruded through a die and transformed into a continuous web. This web is then passed through an in-line calendar that manufactures the web to a required film thickness. The film is then in-line wrapped externally over internally steam heated cans that cause the aliphatic hydrocarbon solvent and components of the organic surfactant to vaporize out of the film.

In the PSAT process, the plant manufacturers silicone adhesive tape and acrylic PSAT products on three coating machines. The silicone PSA's are applied from a formulation containing xylene and toluene. The acrylic PSA's are applied from a formulation containing isopropanol, heptane, ethyl acetate and toluene. The PSA's are applied on a variety of substrates using reverse roll coater or metering bars. The product is drawn through an oven where the solvent is evaporated. The product then passes through a second portion of the oven at a higher temperature to cure the adhesive, exits the oven and is wound on a roll.

Air Quality

The table below summarizes the permit information for the air emission sources at the facility. Copies of the permits are included in Attachment Y. The permits include a process description, emission calculations, expiration dates and special conditions.

Equipment Type	Emission Point Number	Material(s) Emitted	Estimated Emission Amount (lbs/yr)	Permit Type	Control Equipment	Expiration Date
Can Line (2)	L3	-Aliphatic Hydrocarbon	-46000	Operating	Catalytic Oxidizer	11/30/97
		-Isopropanol	-5.26			
		-Methyl 2-Pyrrolidone	29.78			
60" Line		- Xylene	-2585	Operating	Thermal Oxidizer	11/30/97
40" Line	L9	- Toluene	-19638			
Tower 4		- Isopropanol	-5995			
		- Heptane	-8465			
		- Ethyl Acetate	- 3263.5			

The extrusion process consists of two wide web extruded tape lines that are connected to one catalytic oxidizer. The emission point designation for the oxidizer is L3. The catalytic oxidizer is designed to destroy VOC laded air from the can line as well as fugitive emissions from the extruder, accumulator and calendar sections of the equipment. The oxidizer was installed in March 1993. Source testing, performed in February 1994, indicated an average destruction efficiency of 93.7%. An operating permit for the equipment was issued by NY DEC on February 9, 1995. A copy of the operating permit can be found in Attachment Y.

In May 1994, the facility began receiving odor complaints from local neighbors. Upon investigation it was determined that the odors were associated with PAE, a material used in the process as a wetting agent. Actions are being taken to reformulate the product to remove PAE from the process.

On December 15, 1994, NY DEC received calls from neighbors of the Liberty Street facility regarding the odors. On December 22, 1994, DEC visited the site to look at the Catalytic Oxidizer. On January 13, 1995, the NY DEC issued a draft Consent Order to the facility regarding the odor complaints. The Consent Order listed a number of corrective actions the facility was required to take to eliminate the odors. A final Consent Order was never issued.

During early February 1995, AlliedSignal implemented a number of corrective actions to address the odors. These actions included: 1) adding two additional feet of catalyst to the oxidizer; 2) raising the oxidizer stack an additional 20 feet to minimize the building downwash effects; and 3) adding a new burner box to reduce system leaks. NY DEC granted the facility permission to make these modifications on February 7, 1995. A copy of the letter from DEC can be found in Attachment Y. The DEC requires that a permit modification application be submitted and a new stack test be performed. Work is

continuing to identify and correct the source of the odors. A permit modification application will be submitted to the DEC when all modifications are finalized. Preparation of the stack test protocol is in process.

The facility has two process boilers on the can line. Due to their size these boilers are exempt from NY DEC air permitting regulations. They burn LP Gas.

In the PSAT process, the solvent from three coating lines, designated Tower 4, the 40" line and the 60" line, is exhausted to a recuperative fume incinerator (L9) and then to atmosphere. The incinerator uses one propane-fired burner rated at 9 MM BTU/hr. Source testing was performed on the recuperative fume incinerator in October 1992. Test results indicated an average destruction efficiency of 92.1% at an operating temperature of 1300 °F. The NY DEC issued an operating permit for this source on February 9, 1995. A copy of the permit can be found in Attachment Y.

The PSAT lines are subject to the Federal New Source Performance Standard for Pressure Sensitive Tape and Label Surface Coating Operations, 40 CFR 60 Subpart RR. The lines are also subject to NY Surface Coating Regulations at Title 6 Part 228.

An internal review of facility operations indicated that records required by both the NSPS and the NY Surface Coating Regulations were not being maintained. The facility is in the process of modifying their recordkeeping procedures to comply with the requirements.

The facility has one boiler used for facility heating. On February 18, 1995, modifications were made to this boiler to convert it from #4 fuel oil to LP Gas. Currently it burns only LPG and is rated at 3.9 MM BTU/hr. Due to the size of the boiler and the type of fuel used no permit is needed. On February 16, 1995, a letter was submitted to DEC notifying them of the boiler modifications. A copy of the letter is included in Attachment Z.

The facility is located in a "Marginal" Non-Attainment area classified as an Ozone transport region. The VOC and NOx threshold for "Major Source" are 50 Tons Per Year (TPY) and 100 TPY, respectively. The Liberty Street facility is a "Major Source" and therefore, is subject to the Federal Title V permitting regulations.

Pursuant to the New York air regulations at Part 202 the facility is required to submit an annual emissions inventory to DEC. A copy of the 1994 emissions inventory is included in Attachment AA.

Water Quality

Wastewater generated at the facility is discharged to the treatment plant for the Village of Hoosick Falls. The wastewater consists of sanitary wastewater, non-contact cooling water, wash water from pill making and boiler blowdown. The discharge of the wastewater is governed by the local sewer ordinance. No permit is required for the

discharge. Attachment BB is a copy of a letter from the treatment plant operator indicating that the discharge for the Liberty Street facility is acceptable to the POTW.

The Liberty Street facility is not subject to the stormwater permitting regulations. All roof drainage sheets off the building to the ground. There are no outside material storage or other industrial activities "exposed" to stormwater. A letter was submitted to DEC on October 25, 1991, indicating the facility status regarding stormwater permitting. A copy of the letter is presented in Attachment CC.

Drinking water is supplied to the site by the Village. Tests of drinking water fountains at the facility have indicated acceptable levels of copper and lead. A copy of the tests results is included in Attachment DD.

Oil & Spill Prevention

Raw materials for facility operations are stored in drums at the facility.

The facility had one 8,000 gallon underground storage tank. The tank was used to store #4 fuel oil for on site heating purposes and therefore, is exempt from the Underground Storage Tank regulations at 40 CFR 280. The tank was installed in 1970.

The tank was subject to the NY Petroleum Bulk Storage Tank Regulations. These regulations required tank registration and tightness testing. The current registration certificate was issued on 9/2/93 and expires on 3/24/97. The last tightness test was conducted in September 1992. At that time the tank passed the tightness test. Retesting of the tank is not required until August 1997. A copy of the registration certificate and the tank test report are presented in Attachment EE. An annual standpipe analysis is also performed on the tank. A copy of the 1994 results are included in Attachment EE.

On February 20, 1995, the tank was drained and temporarily closed. It was removed in August 1995. Contamination was noted at the fill pipe during tank removal. Soil samples were collected during the removal, however, the analytical results are not yet available.

The facility has one 18,000 gallon above ground LP Gas tank. The LP Gas is used for oxidizer fuel and process heat. This tank is not subject to any permit or registration requirements.

Solid & Hazardous Waste

The Liberty Street facility is a Large Quantity Generator of Hazardous Waste. The EPA ID Number for the facility is NYD000829598. Hazardous waste generated on site includes: petroleum naphtha from a parts washer, waste resin and solvent and waste kerosene from the Can Line. All hazardous waste generated on site is shipped off-site for disposal.

The facility is required to submit an annual hazardous waste generators report. A copy of the 1994 report can be found in Attachment FF.

Construction debris, i.e., gravel and cinder blocks, are disposed of on the back side of the property. All of this material is non-hazardous.

In the mid 1960's to mid 1970's waste adhesive and clean-up waste containing solvents was disposed of at the Hoosick landfill. The procedure typically consisted of transporting the material to the landfill where it was burned for disposal. However, some of the drums of waste were apparently buried in the landfill. No information is available regarding the exact characteristics of the waste or the volume that may have been buried.

Miscellaneous

The facility is subject to the SARA Title III reporting requirements. Reporting is required for toluene and xylene. A copy of the 1994 reports are located in Attachment GG.

River Road 3

The River Road 3 facility was previously used as a laminates manufacturing facility. Currently, it is used as an empty drum warehouse and an idle equipment warehouse.

Air Quality

The facility has one boiler rated at 1.07 M BTU/hr. It uses No. 2 fuel oil. Due to its size and the type of fuel burned it is exempt from the NY DEC air permitting rules.

Water Quality

The facility previously discharged process and sanitary wastewater to three on-site leachfields, one process and two sanitary, under a SPDES permit. Since there are no production processes currently operating on site there is no longer a need for the SPDES permit. The permit was, therefore, deleted by DEC on August 6, 1993. A copy of the letter from DEC is included in Attachment HH. Sanitary wastewater continues to be discharged to the leachfield.

Oil & Spill Prevention

The facility had two underground storage tanks. The first is an 8,000 gallon #2 fuel oil tank used for on site heating purposes and therefore, was exempt from the Underground Storage Tank regulations at 40 CFR 280. The tank installation date is unknown. The second tank was also used to store #2 fuel oil. It has a capacity of 275 gallons and, therefore, is exempt from all requirements.

The 8,000 gallon fuel oil tank was subject to the NY Petroleum Bulk Storage Tank Regulations. These regulations required tank registration and tightness testing. The current registration certificate was issued on September 2, 1993 and expires on March 24, 1997. The last tightness test was conducted in September 1992. At that time the tank passed the tightness test. A copy of the registration certificate and the tank test report are presented in Attachment II.

Both tanks were removed in August 1995. No visible contamination was noted during the removal of the 275 gallon tank. Approximately 12 cubic yards of contamination was noted during removal of the 8,000 gallon tank. Soil samples were collected from both excavations during the removal, however, the analytical results are not yet available.

The facility has two 1,850 gallon above ground LP Gas tanks. The LP Gas was used for building heat, currently they are not used. The tanks are not subject to any permit or registration requirements.

Solid & Hazardous Waste

The River Road 3 facility is contiguous with the River Road 1 and River Road 2 facilities. Therefore, all of these facilities share one EPA ID Number, NYD991291881. No hazardous waste was been generated at this facility in 1994.

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Schedule 4.11
Employee Benefit Plans

I) WELFARE PLANS

Health Maintenance Organizations
Comprehensive Medical Plan
Retiree Medical Plan (Salaried)
Group Term Life
Group Universal Life
Group Accidental Death and Dismemberment
Business Travel Accident Insurance
Short-Term Disability Plan (Salaried and Hourly)
Long-Term Disability Plan (Salaried)
Dental Plan
Vision Plan
Prescription Drug Plan

II) PENSION AND SAVINGS PLANS

AlliedSignal Inc. Retirement Program
AlliedSignal Inc. Supplemental Retirement Program
AlliedSignal Hourly Employees' Pension Plan
Oak Materials Group Pension Plan
AlliedSignal Savings Plan
AlliedSignal Supplemental Savings Plan
AlliedSignal Thrift Savings Plan

III) OTHER BENEFIT PLANS

AlliedSignal Scholarship Program
Service and Retirement Award Program
Vacation Policy
Holidays
Relocation Assistance Plan
Tuition Assistance Program
Jury Duty Pay
Bereavement Policy
Military Leave Policy
Family Medical Leave Policy
Job Posting
Severance Program and Policies
Norplex Oak Severance Program and Policies
Employee Assistance Program

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Schedule 4.11 (Continued)
Employee Benefit Plans

Adoption Program
Matching Gifts Program
Safety Equipment Allowance
Patent Awards
Credit Unions
Payroll Deductions for US Savings Bonds Program

IV) BONUS PROGRAMS

- A) Sales Incentive Plan -- 1 employee -- AlliedSignal retained liability
- B) Reference is made to Schedule 6.1(d)

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Schedule 4.12
Employees

Part I - Employees

See attached list.

Consultants: NONE

Agents: See sales representative agreements in Schedule 4.7 Contracts.

Part II - Employment claims and litigation

Reference is made to Schedule 4.9, Litigation.

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ATTACHMENT TO SCHEDULE 4.12
LIST OF FLUORGLAS
EMPLOYEES

LNAME	FNAME	S M U I F	BASE RATE	ANNUAL BASE	SEC- TOR
ALBRYCHT	HERBERT	H	11.73	24,398.40	EMS
BARBER	STEVEN	W	14.20	29,536.00	EMS
BARTHOLDI	VINCENT	P	11.73	24,398.40	EMS
BARTLETT	EVERETT	W	12.10	25,168.00	EMS
BATES	ERNEST	H	11.73	24,398.40	EMS
BEAUMONT	PAUL	J	5,308.34	63,700.08	EMS
BENKOSKI	ROBERT		13.93	28,974.40	EMS
BETIT	SCOTT	A	11.73	24,398.40	EMS
BEWER	ALBERTUS		6,666.67	80,000.04	EMS
BISSON	CAROL	J	11.73	24,398.40	EMS
BOLDUC	DANIEL	A	7,083.33	84,999.96	EMS
BORNT	ALAN	J	11.02	22,921.60	EMS
BRAMAN	RONALD	C	11.73	24,398.40	EMS
BRENESTUHL	PAIGE		11.02	22,921.60	EMS
BRIGGS	JOHN	W	14.20	29,536.00	EMS
BROGUE	BARRY		11.73	24,398.40	EMS
BROGUE	SHARI	M	1,866.67	22,400.04	EMS
BROMIRSKI	RICHARD	A	11.73	24,398.40	EMS
BROWN	JOHN	M	4,052.50	48,630.00	EMS
BROWN	RICHARD	H	3,641.66	43,699.92	EMS
BROWNELL	KENNETH	E	3,791.66	45,499.92	EMS
BRUNDIGE	KEVIN	J	11.73	24,398.40	EMS
CALHOUN	MARK	P	11.73	24,398.40	EMS
CALHOUN	SHIRLEY	A	11.73	24,398.40	EMS
CALLAHAN	DENNIS	W	11.73	24,398.40	EMS
CALLAHAN	MICHAEL	D	12.51	26,020.80	EMS
CARDILLO	LOUIS	A	11.37	23,649.60	EMS
CARELLI	CHARLES		13.96	29,036.80	EMS
CARKNARD	EDWARD	P	11.73	24,398.40	EMS
CARKNARD	LAWRENCE		11.73	24,398.40	EMS
CIPPERLY	GLENN	W	11.73	24,398.40	EMS
CIPPERLY	KENNETH	A	11.73	24,398.40	EMS
CIUK	LOUISE	R	11.02	22,921.60	EMS
CLARK	JAMES	C	11.73	24,398.40	EMS
CLYDE	ROBERT	S	12.90	26,832.00	EMS
CONNOR	CHRISTOPHER	J	3,900.00	46,800.00	EMS
DELUCA	BARBARA	J	1,975.00	23,700.00	EMS
DRAKE	DANIEL		11.73	24,398.40	EMS
DROZDAL	RUSSELL	J SR	11.73	24,398.40	EMS
ELLIS	ROBERT	G	6,416.67	77,000.04	EMS
ELWELL	ROBERT	W	11.73	24,398.40	EMS
FERRANNINI	ROBERT	W	12.12	25,209.60	EMS
FITCHETT	NEIL	H	4,008.34	48,100.08	EMS
FITZPATRICK	JOHN	JR	12.90	26,832.00	EMS
FLANDERS	DAVID	H	11.73	24,398.40	EMS
FLYNN	KAREN	C	1,525.00	18,300.00	EMS
FOSTER	JOHN	D	11.73	24,398.40	EMS
FRALEY	WILLIAM	A	3,841.67	46,100.04	EMS

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LNAM	FNAM	S M U I F	BASE RATE	ANNUAL BASE	SEC- TOR
FREDERICKSON	CLIFFORD		16.90	35,152.00	EMS
FREEMAN	PETER	A	11.37	23,649.60	EMS
FREEMAN	SCOTT	M	10.00	20,800.00	EMS
GATES	ROXANE	R	11.73	24,398.40	EMS
GOODERMOTE	CHRISTIAN		12.90	26,832.00	EMS
GOODERMOTE	RAY	M	11.37	23,649.60	EMS
GOYER	BRIAN	J	14.20	29,536.00	EMS
GRIFFITH	STEVEN	A	11.73	24,398.40	EMS
GROBUSKI	JOSEPH	E	11.73	24,398.40	EMS
GROBUSKI	ROBERT		11.37	23,649.60	EMS
GROBUSKI	STEPHEN	T	11.73	24,398.40	EMS
GROGAN	GARY		11.73	24,398.40	EMS
GROGAN	JAMES	A	11.73	24,398.40	EMS
GUILE	GEORGE	H JR	11.73	24,398.40	EMS
GUY	PHILLIP	C	5,375.00	64,500.00	EMS
HALE	DONALD	C	11.37	23,649.60	EMS
HAMILTON	ROBERT	F	3,375.00	40,500.00	EMS
HARRIS	MICHAEL	A	11.73	24,398.40	EMS
HARRIS	PAUL		13.93	28,974.40	EMS
HASEMAN	GLENN	A	3,950.00	47,400.00	EMS
HASEMAN	VIRGINIA	H	11.02	22,921.60	EMS
HASKELL	ALAN	B	11.73	24,398.40	EMS
HAUSER	RICHARD	A	4,333.34	52,000.08	EMS
HAYDEN	JOHN	J	4,158.34	49,900.08	EMS
HAYNES	KELLY	A	11.73	24,398.40	EMS
HENDRICKSON	ROBERT	W	13.93	28,974.40	EMS
HERRINGTON	CHARLES	H	11.37	23,649.60	EMS
HICKEY	JOHN		11.73	24,398.40	EMS
HICKEY	NANCY	P	11.73	24,398.40	EMS
HICKEY	SUE	A	11.73	24,398.40	EMS
HOAG	JOSEPH	G	11.37	23,649.60	EMS
HOAG	VERONICA		11.73	24,398.40	EMS
HOOGES	WILLIAM	L	11.73	24,398.40	EMS
HOUGHTON	JOHN	W	11.37	23,649.60	EMS
HOUGHTON	MERTON	W	13.93	28,974.40	EMS
HOWE	JEFF	M	3,841.67	46,100.04	EMS
HURLEY	ANDREW	R	11.73	24,398.40	EMS
HYDE	ARTHUR		16.11	33,508.80	EMS
HYDE	JAMES	F	3,008.34	36,100.08	EMS
INSCO	LEONARD	P	13.29	27,643.20	EMS
JANSEN	DIANA	E	11.02	22,921.60	EMS
JANSEN	WERNER	A	3,941.66	47,299.92	EMS
JOHNSON	LLOYD	V JR	16.11	33,508.80	EMS
JONES	STEVEN	H	11.37	23,649.60	EMS
KAUFMAN	GEORGE	S	11.73	24,398.40	EMS
KEESE	FRANK	M	4,005.00	48,060.00	EMS
KIMBALL	DARREN	R	11.73	24,398.40	EMS
KING	FAITH	A	11.37	23,649.60	EMS

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LNAME	FNAME	S M I F	BASE RATE	ANNUAL BASE TOR	SEC- TOR
KIPP	DAVID	A	11.73	24,398.40	EMS
KIPP	JILL	A	1,862.50	22,350.00	EMS
KUEBLER	RICHARD	P	12.90	26,832.00	EMS
KUGLER	KEVIN	M	13.93	28,974.40	EMS
LA PERLE	LEO	H	11.73	24,398.40	EMS
LA ROCHE	LEO	J	11.73	24,398.40	EMS
LAPORTE	PATRICIA	A	3,125.00	37,500.00	EMS
LAWSON	TIMOTHY	J	11.73	24,398.40	EMS
LEBARRON	KATHLEEN	E	11.37	23,649.60	EMS
LEBARRON	LARRY	D	11.73	24,398.40	EMS
LEESMAN	MARILYN	G	2,150.00	25,800.00	EMS
LENSETH	KENNETH	P	4,650.00	55,800.00	EMS
LENYK	RICHARD	M	6,850.00	82,200.00	EMS
LETTRE	JOHN	L	11.73	24,398.40	EMS
LITTLEFIELD	EVA	D	2,029.17	24,350.04	EMS
MAGISANO	WAYNE	L	11.73	24,398.40	EMS
MANCHESTER	KEVIN		4,225.00	50,700.00	EMS
MARCOUX	ERNEST		14.20	29,536.00	EMS
MAYER	JOSEPH		11.73	24,398.40	EMS
MC NAIR	EUGENE	S	11.73	24,398.40	EMS
MCDONALD	THOMAS	V	4,283.34	51,400.08	EMS
MCGARVIN	PATRICIA	J	1,920.84	23,050.08	EMS
MCGUIRE	EDWARD	P	11.73	24,398.40	EMS
MCGUIRE	MICHAEL	T	14.67	30,513.60	EMS
MCGUIRE	PATRICK	A	11.73	24,398.40	EMS
MCHAIR	GEAN		11.73	24,398.40	EMS
MELESKY	LINDA	K	2,025.00	24,300.00	EMS
MERKEL	GERALD	R	6,816.67	81,800.04	EMS
MERRELL	MARK	V	5,016.67	60,200.04	EMS
MERRILL	DOUGLAS	P JR	4,166.66	49,999.92	EMS
MICLETTE	JOHN	A	11.37	23,649.60	EMS
MILLMAN	ROBERT	T JR	11.37	23,649.60	EMS
MINKLER	CURTIS	J JR	14.20	29,536.00	EMS
MORGELLO	ALICE	B	1,862.50	22,350.00	EMS
MORIN	PEGGY	A	1,691.67	20,300.04	EMS
MORIN	RAYMOND		11.73	24,398.40	EMS
MORIN	TIMOTHY	P	11.02	22,921.60	EMS
MULLEN	ANN		11.02	22,921.60	EMS
MULVIHILL	FRANK	P	11.73	24,398.40	EMS
NAPOLI	PAUL		4,166.67	50,000.04	EMS
NAYAR	SATBIR	S	4,659.17	55,910.04	EMS
NILES	ROBERT	F	11.37	23,649.60	EMS
NOBLE	BERTILLA	M	11.73	24,398.40	EMS
NOONAN	WILLIAM	E JR	8,333.34	100,000.08	EMS
NORTH	LEON	B JR	11.37	23,649.60	EMS
NORTON	JEFFREY	M	11.73	24,398.40	EMS
NOVAK	ROBERT	S	5,633.34	67,600.08	EMS
O'BRIEN	DENNIS	C	11.73	24,398.40	EMS

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LNAME	FNAME	S M I F	BASE RATE	ANNUAL BASE	SEC- TOR
ORDWAY	TIMOTHY	A	11.73	24,398.40	EMS
OSTERHOUT	WILLIAM	J	6.50	13,520.00	EMS
PARKER	DANIEL	P	11.73	24,398.40	EMS
PECKHAM	HAROLD	L	11.73	24,398.40	EMS
PENNUCCI	JOSEPH		11.73	24,398.40	EMS
PENSYL	MYRON		11.73	24,398.40	EMS
PHILLIPS	GEORGE		11.02	22,921.60	EMS
PHILLIPS	LYNWOOD		11.73	24,398.40	EMS
PIERCE	MARYANN		11.73	24,398.40	EMS
POWERS	ANNETTE	M	2,395.84	28,750.08	EMS
POWERS	JAMES		11.73	24,398.40	EMS
PRATT	DOUGLAS	W	3,125.00	37,500.00	EMS
PROVENSAL	WILLIAM		12.90	26,832.00	EMS
PUGLIESE	COLLEEN	L	11.02	22,921.60	EMS
RADCLIFFE	BARBARA		11.73	24,398.40	EMS
RANCOURT	MICHAEL		12.50	26,000.00	EMS
RICE	WILLIAM	L	11.37	23,649.60	EMS
RICHARD	HERNAS	J	4,783.34	57,400.08	EMS
RIMKUNAS	STANLEY	J	4,425.00	53,100.00	EMS
ROBINSON	SUSAN		11.37	23,649.60	EMS
RUOTIS	FRANCES		11.02	22,921.60	EMS
SARGOOD	CHRISTOPHER	A	11.37	23,649.60	EMS
SARGOOD	WILLIAM	SR	11.73	24,398.40	EMS
SCHNOOP	RANDY	A	11.73	24,398.40	EMS
SCRIBER	CHARLES	W	13.29	27,643.20	EMS
SERRE	HENRY	A	4,023.33	48,279.96	EMS
SHAYS	PHYLLIS	E	11.73	24,398.40	EMS
SHERMAN	PHILLIP		11.73	24,398.40	EMS
SHUHART	DAVID	F	11.73	24,398.40	EMS
SMITH	DONALD	R	11.73	24,398.40	EMS
SMITH	GAIL	M	2,450.00	29,400.00	EMS
SMITH	JOSEPH	J JR	14.20	29,536.00	EMS
SPRAGUE	JOANN		1,754.17	21,050.04	EMS
SPRAGUE	TERRY	E	11.73	24,398.40	EMS
SPRAGUE	WALTER	J JR	4,133.34	49,600.08	EMS
SPRINGER	JOSEPH	G	3,433.34	41,200.08	EMS
SPRINGER	LINDA	L	14.20	29,536.00	EMS
SPRINGER	ROLAND	L	11.73	24,398.40	EMS
STEWART	JOANNE		11.02	22,921.60	EMS
SURDAM	GERALD	A	14.20	29,536.00	EMS
TATE	DONALD		11.73	24,398.40	EMS
TATE	RONALD		11.73	24,398.40	EMS
TELFORD	NORMAN	C SR	11.73	24,398.40	EMS
THOMAS	RANDY	L	11.37	23,649.60	EMS
THORPE	BEVERLEY	C	11.00	22,880.00	EMS
THURBER	MARILYN		11.73	24,398.40	EMS
TILLEY	RAYMOND	JR	11.73	24,398.40	EMS
VANDERKAR	JANET	V	2,139.59	25,675.08	EMS
Trine	Rich		4,516.66	54,200.00	EMS

LNAME	FNAME	S M U I F	BASE RATE	ANNUAL BASE	SEC- TOR
VAR	WESLEY	JR	11.73	24,398.40	EMS
WAGNER	TIMOTHY		11.37	23,649.60	EMS
WAGNER	TODD	L	16.11	33,508.80	EMS
WATSON	BRYAN	E	11.37	23,649.60	EMS
WEATHERWAX	RAYMOND	L	11.73	24,398.40	EMS
WEBSTER	SALLY	A	1,904.17	22,850.04	EMS
WEEDEN	ELAINE		14.20	29,536.00	EMS
WERNER	JOZSEF		11.73	24,398.40	EMS
WHITE	BRIAN	P	11.73	24,398.40	EMS
WHITTON	RONALD	J	11.73	24,398.40	EMS
WILDER	ANDREW		11.37	23,649.60	EMS
WILLOL	JOSEPH	E	11.73	24,398.40	EMS
WOODCOCK	SHARON	L	11.37	23,649.60	EMS
WYSOCKI	THOMAS	C	4,333.34	52,000.08	EMS
YANKUS	EDWARD	V JR	4,166.66	49,999.92	EMS
YAVANISKI	BEVERLY		11.02	22,921.60	EMS
YAVANISKI	THOMAS		11.02	22,921.60	EMS
YOUNG	CARL	F	11.73	24,398.40	EMS
YOUNG	ROLAND	JR	11.37	23,649.60	EMS
YOUNG	TERRY		11.73	24,398.40	EMS
YUREWITCH	JOHN	J	14.67	30,513.60	EMS
YUREWITCH	WILLIAM		11.02	22,921.60	EMS

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Schedule 4.13
Undisclosed Liabilities

NONE

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Schedule 4.14
Compliance with Law

Reference is made to Schedule 4.10, Health, Safety and Environmental Disclosure

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Schedule 4.15

Consents

The Permits and Licenses identified in Schedule 4.10 require Purchaser to file applications for transfer or reissuance.

Federal Government requirements under the Hart Scott Rodino Antitrust Improvements Act of 1976.

As specifically identified in Schedule 4.7, certain contracts require consent of the other party for assignment of the contract.

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Schedule 4.17
Permits and Licenses

All material Permits and Licenses are expressly identified in Schedule 4.10, Health, Safety and Environmental Disclosure.

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Schedule 4.18(a)(i)
Facilities

(i) The Facilities.

Facilities owned by Seller and currently used primarily for the operation of the Business:

Facilities at the following locations in Hoosick Falls, NY:

14 McCaffrey Street
Liberty Street
John Street
River Road I
River Road II

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